

# City of Abbotsford

PO Box 589, 203 N. First Street, Abbotsford, WI 54405

---

**ABBOTSFORD CITY COUNCIL**  
**TO BE HELD MONDAY December 7, 2020 at 6:00 P.M.**  
**AT THE ABBOTSFORD COUNCIL CHAMBER**  
**AMENDED**

1. Call to Order
  - A. Roll Call
  - B. Pledge of Allegiance
2. Establish Order of the Day
3. Comments by the Mayor
4. Administrator's Update
5. Public Comments - 2 Minute Time Limit
6. Special Order of Business – Presentation by Spectrum Insurance
7. Minutes from the City Council Meeting held November 2, 2020
  - a. Waive the reading and approve/disapprove the minutes
8. Presentation by Sean Lenz of Ehler's Re; Water Bond Issuance
9. Resolution 2020-12 - A Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$2,730,000 Taxable Water System Mortgage Revenue Refunding Bonds of the City of Abbotsford, Clark and Marathon Counties, Wisconsin, and Providing for the Payment of the Bonds Other Details with Respect to the Bonds
10. Approve/Disapprove Resolution 2020-13 A Resolution Approving a Hazzard Mitigation Plan for the City of Abbotsford
11. Approve/Disapprove Using Spectrum/League of Municipalities as the City Insurance Carrier for 2021
12. Approve/Disapprove Police Department Wage Increases - Police Secretary Jessica Weich
13. Approve/Disapprove Police Department Wage Increases - Lieutenant Alex Bowman
14. Approve/Disapprove Police Department Wage Increases - Chief Jason Bauer
15. Public Works Update
16. MSA Update
17. Approve/Disapprove Melvin Pay App #4 – Project A
18. Approve/Disapprove Melvin Pay App #4 – Project B
19. Approve/Disapprove Haas Pay App #6 – Opportunity Drive
20. Discussion: Stop Signs at the Corner of 4<sup>th</sup> Avenue and Spruce Street
21. Discussion: Other Stop Signs and/or Traffic Signs/Signals in the City Including the Addition and/or Removal of Traffic Signs/Signals
22. Approve/Disapprove Sewer Replacement on 4<sup>th</sup> Avenue
23. Approve/Disapprove Recycling Road Base Using TIF Dollars

*Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to Clerk's Office at (715) 223-3444 with as much advance notice as possible.*

24. Approve/Disapprove of Removing the Sidewalk on East Side of 4<sup>th</sup> Avenue and on Butternut between 3<sup>rd</sup> Avnue and 4<sup>th</sup> Avenue.
25. Approve/Disapprove Contract With Cedar Corporation for 4<sup>th</sup> Avenue Project (LRIP Funded Project)
26. Approve/Disapprove Granting Permission for the City Administrator to Engage with City Building Inspector and Graff Law Firm Regarding 318 N. First St (Potential Raze Order)
27. Approve/Disapprove Year End Write Offs
28. Water/Waste Water Update
29. Approve/Disapprove GIS Support Services Contract with MSA
30. Approve/Disapprove New Radiator for Generator at Water Plant (Porkie)
31. Approve/Disapprove Appointments to the Abbotsford Housing Authority
32. Items for Future Agendas (No action will be taken)
33. Adjourn

City Council 12-7-2020

Mon, Dec 7, 2020 6:00 PM - 9:00 PM (CST)

**Please join my meeting from your computer, tablet or smartphone.**

<https://global.gotomeeting.com/join/931752573>

**You can also dial in using your phone.**

United States: [+1 \(571\) 317-3112](tel:+15713173112)

**Access Code:** 931-752-573

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/931752573>

*Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made to Clerk's Office at (715) 223-3444 with as much advance notice as possible.*

## **Minutes from the November 2, 2020 Abbotsford City Council Meeting held in the Abbotsford City Hall Council Chambers.**

Call meeting to order – Mayor Voss called the meeting to order at 6:00 P.M.

**Roll Call:** M. Rachu, Weix, D. Rachu, Soto, Huther, Weideman, Kramer, and Mayor Voss. Faber – absent

**Also in Attendance:** Administrator Grady, Public Works Director Stuttgen, Library Director Jochimsen , Traci Olson, Cory Toth (Spectrum Insurance), Brian Chapman (Cedar Corp), Dan Borchardt (MSA) and Ross Patterman (Tribune Phonograph)

**Pledge –** Held

**Establish Order of the Day –** Closed session moved to the end of the agenda

**Comments by the Mayor –** Mayor Voss stated that the PSC is extending the ban on disconnects until April 15, 2021 due to Covid-19. The Water Department is continuing to investigate the nitrate issues at some of our wells.

**Administrator’s Update -** We attended the virtual meeting with the DoT regarding the resurfacing of Hwy 13. Hwy 13 will remain open during the entire project although motorists can still expect to see only 1 lane open at times. The ramps on to 29 are scheduled to be closed only 1 night during the project. The public will be able to view the plans between Nov 26<sup>th</sup> and Dec 18<sup>th</sup>.

We received our nitrate test results. We have one well that is reading above the DNR limits. High nitrates are almost always caused by fertilizer leeching into the water. Josh will be working while the DNR continues to investigate.

**Public Comments -** None

**Presentation: Cory Toth of Spectrum Insurance –** Ms. Toth presented the Council with a couple of different options for health insurance. The main difference is one is a traditional style health plan and the other is a high deductible plan. The Council talked about including funding an HRA if the high deductible option was chosen. Both options are less expensive than the current plan and dramatically less expensive than renewal.

To accept one of these plans the City would have to join the Spectrum Health Insurance Co-Op and commit to staying a member for 3 years. This is the same Co-Op that the City of Colby and the Colby-Abby Police Department are members.

**Minutes from the City Council Meeting held October 21, 2020 –** Motion to approve by Weix/Kramer. *Unanimous.*

**Incidents, Accidents, and Training –** None.

**Approve/Disapprove Response to Advanced Disposal re: Smaller Carts** – The City Council discussed the offer from Advanced Disposal. The Council believed that the offer was not good enough and asked the City Administrator to ask for more.

**Water/Waste Water Update** - Tabled

**Public Works Update** - Public Works Director Stuttgart stated that paving should begin this week on Spruce St, Hemlock and Opportunity Drive. Leaf pick up is occurring now and ends on Friday.

**MSA Update** – Dan Borchardt of MSA provided the update

**Approve/Disapprove Project A and B– Change order 3 – Contract time extension and added work items for the contractor** – MSA recommend tabling the extension until the roads are paved. The Council can then back date the approval at the next meeting. Motion to approve change order only on the condition that the paving is done this week by *Huther/M. Rachu. Unanimous.*

**Approve/Disapprove Project A - Melvin Pay Request 3** – Motion to approve by *Huther/M. Rachu*

**Approve/Disapprove Project B – Melvin Pay Request 3** – Motion to approve by *Weix/D. Rachu. Unanimous*

**Approve/Disapprove Opportunity Drive - Haas Sons Pay Application 5** – Motion to approve by *D. Rachu/Kramer. Unanimous.*

**Approve/Disapprove Fencing Proposal for Schilling Memorial Park** – American Fence was low bidder. The bid did not include a gate. Motion to approve the proposal without a gate by *Huther/M. Rachu. Unanimous.*

**Approve/Disapprove Contract With Cedar Corporation For Planning Out A Walking Trail in Schilling Memorial Park** – The City plans to use recycled millings to create a trail and the city Public Works crew will install it. The contract with Cedar Corp is to map out, survey and flag where the actual trail will get installed. Motion approve by *Huther/Weix. Unanimous.*

**Discussion: 2021 Budget** – The City Council discussed the budget and found that all of the requested changes had been made.

**Approve/Disapprove Employee Health Care Option** – Motion to sign the paperwork to join the Spectrum Co-Op and decide which plan to accept at the Nov, 19, 2020 meeting by *Huther/Weix. Unanimous.*

**Approve/Disapprove 2021 Budget for Type 1 Public Notice** – Motion to approve the 2021 budget as presented and print the Type one notice by *D. Rachu/Huther. Unanimous.*

**Approve/Disapprove Scheduling a Public Hearing for the 2021 Budget on November 19, 2020** – Motion to approve a Public Hearing at 5:45pm on November 19, 2020 for the 2021 budget by *Huther/M. Rachu*. *Unanimous*

**Approve/Disapprove Operator’s License** – Motion to approve by *D. Rachu/Kramer*. *Unanimous*.

**Future Agenda Items** – None

**Closed Session - Pursuant to Section 19.85 (1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employees over which the governmental body has jurisdiction or exercises responsibility. (City Administrator)** – Motion to go into closed session by *M.Rachu/Weix*. *Unanimous*. *Roll Call Vote*: M. Rachu - yes, Weix - yes, D. Rachu - yes, Soto - yes, Huther - yes, Weideman - yes, Kramer -yes

Motion to adjourn in closed session by *Weix/Huther*.

No changes were made

The City Council adjourned at 9:30 P.M.



411 East Wisconsin Avenue  
Suite 2350  
Milwaukee, Wisconsin 53202-4426  
414.277.5000  
Fax 414.271.3552  
www.quarles.com

Attorneys at Law in  
Chicago  
Indianapolis  
Madison  
Milwaukee  
Minneapolis  
Naples  
Phoenix  
Scottsdale  
Tampa  
Tucson  
Washington, D.C.

December 3, 2020

**VIA EMAIL**

Mr. Dan Grady  
City Administrator/Clerk-Treasurer  
City of Abbotsford  
203 North First Street  
Abbotsford, WI 54405

Scope of Engagement Re: Proposed Issuance of \$2,730,000 City of Abbotsford (the "City") Taxable Water System Mortgage Revenue Refunding Bonds (the "Securities")

Dear Dan:

We are pleased to be working with you again as the City's bond counsel and disclosure counsel. Thank you for your confidence in us.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel and disclosure counsel in connection with the issuance of the above-referenced Securities. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

**Role of Bond Counsel**

Our bond counsel engagement is a limited, special counsel engagement. Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the bond counsel opinion described below. As bond counsel, we do not advocate the interests of the City

or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the City has authority to issue the Securities for the purpose in question and has followed proper procedures in doing so;
- 2) the Securities are valid and binding obligations of the City according to their terms; and
- 3) the interest paid on the Securities will be included in gross income for federal income tax purposes.

The bond counsel opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering the bond counsel opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

A form of our bond counsel opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities.

#### Role of Disclosure Counsel

Our disclosure counsel engagement is similarly a limited, special counsel engagement. As disclosure counsel, we will review the disclosure document prepared in connection with the sale of the Securities, namely the Official Statement, Private Placement Memorandum, or similar documents (the "City's Offering Document"). It is the City's responsibility to verify the information contained in the materials provided to us or confirmed for us by the City. We will not undertake an independent investigation to verify the accuracy or completeness of this information, beyond reviewing the materials provided to us or confirmed for us by the City. Nor will we render any opinion or make any representation as to the suitability of the Securities for investment by any investor.

In our capacity as the City's disclosure counsel, we will review the City's Offering Document and undertake due diligence with respect to the material representations therein so that we may provide the negative assurance letter described in the following paragraph. Our due

diligence will consist of reviewing materials provided to us or confirmed for us by the City; reviewing the City's responses to questions posed in a due diligence questionnaire; assisting the City in its review of its continuing disclosure compliance in the last five years, if applicable (although the City is ultimately responsible for this review and such compliance); and discussing the City's Offering Document with the City and Ehlers & Associates, Inc., Wisconsin ("Ehlers"). We may also maintain the materials provided to us or confirmed for us by the City in our files, and we expect to share certain of those materials with Ehlers, for its files.

Subject to satisfactory completion of our due diligence, we will provide the City with a negative assurance letter that:

based on our review of the City's Offering Document, our examination of certain materials provided by the City and its representatives, and our participation in conferences and conversations with the City and its representatives, no information has come to the attention of the attorneys in our firm rendering legal services in connection with the matter that has caused them to believe that the Preliminary Official Statement contained as of its date or the Final Official Statement contained as of its date or contains as of the date hereof any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; provided, however, we do not express any belief with respect to any financial and statistical data and forecasts, projections, numbers, estimates, assumptions and expressions of opinion, information about bond insurers, or any information regarding the Depository Trust Company and the book-entry system for the Securities contained or incorporated by reference in the City's Offering Document and its appendices, which we expressly exclude from the scope of this paragraph.

If requested, we may also provide Ehlers with a separate letter allowing it to rely on the above-described negative assurance letter.

Please note that our negative assurance letter is not a guarantee; although we expect our above-described due diligence review to assist the City in identifying, confirming and presenting potentially material information, neither our participation in the financing nor our provision of the above-described negative assurance letter will relieve the City of its obligations under the federal securities laws. As noted above, ultimate responsibility for disclosing to potential purchasers of the Securities all City information material to their investment decision rests with the City.



Limitations on Scope of Engagement; No Financial Advice; Conclusion of Representation

All matters and responsibilities other than those expressly set forth above are outside the scope of our engagement as the City's bond counsel and disclosure counsel. These include, without limitation, any obligation to any underwriter, placement agent or financial advisor involved with the issuance of the Securities, other than providing a reliance letter as described above, if applicable. In particular we wish to note that this engagement does not entail any responsibility for us to review matters or provide advice to any party with respect to such matters as the rules promulgated by the Municipal Securities Rulemaking Board ("MSRB"), "blue sky" securities law matters, or other general securities law matters pertaining to any party's status as a broker-dealer or municipal advisor.

Further, we are neither qualified nor engaged to provide financial advice, and hence we will make no representation whatsoever about the suitability of the Securities for purchase by investors, the desirability of the proposed plan of finance, the feasibility of the project(s) financed or refinanced by the Securities, or any such related matters.

Our responsibilities as bond counsel and disclosure counsel will be concluded with respect to this financing upon the delivery of our bond counsel opinion and negative assurance letter, respectively. Please note that, unless separately engaged, we will not provide any advice to the City on post-closing matters including, without limitation, (i) regulatory surveys or audits of the Securities or (ii) actions necessary to comply with the continuing disclosure requirements applicable to the Securities.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, members of our firm other than those who serve you may be asked to represent other clients who have dealings with the City regarding such matters as zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel and disclosure counsel work. Ethical requirements sometimes dictate that we obtain the City's consent to such situations even though our service to you is limited to the specialized area of bond counsel and disclosure counsel. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel and disclosure counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. We would like to have an understanding with you that the City consents to our firm undertaking representations of this type. Your approval of this letter will serve to confirm that the City has no objection to our representation of other clients who have dealings with the

Mr. Dan Grady  
December 3, 2020  
Page 5

City, unrelated to the borrowing and finance area or any other area in which we have agreed to serve it. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent underwriters and purchasers of municipal obligations, as well as other bond market participants. In past transactions or matters that are not related to the issuance of the Securities and our role as bond counsel, we may have served as counsel to the financial institution that has or will underwrite, purchase or place the Securities or that is serving as the City's financial advisor. We may also be asked to represent financial institutions and other market participants, including the underwriter, purchaser or placement agent of the Securities or the City's financial advisor, in future transactions or matters that are not related to the issuance of the Securities or our role as bond counsel. By engaging our services under the terms of this letter, the City consents to our firm undertaking representations of this type.

#### Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee will be \$15,600 for our services as bond counsel, and \$8,990 for our services as disclosure counsel. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that our fee will be paid out of proceeds of the Securities at Closing.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

#### Terms of Engagement

Either the City or Quarles & Brady may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If the City terminates our services, the City is responsible for promptly paying us for all fees, charges, and expenses incurred before the date we receive termination. We reserve the right to withdraw from representing the City if, among other things, the City fails to honor the terms of this

Mr. Dan Grady  
December 3, 2020  
Page 6

engagement letter – including the City's failing to pay our bills, the City's failing to cooperate or follow our advice on a material matter, or our becoming aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

Unless previously terminated, our representation will terminate when we send to the City (or its representative) our final bill for services rendered. If the City requests, we will promptly return the City's original papers and property to you, consistent with our need to ensure payment of any outstanding bills. We may retain copies of the documents. We will keep our own files, including attorney work product, pertaining to our representation of the City. For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials a reasonable time after termination of the engagement.

#### City Responsibilities

We will provide legal counsel and assistance to the City in accordance with this letter and will rely upon information and guidance the City and its personnel provide to us. We will keep the City reasonably informed of progress and developments, and respond to the City's inquiries. To enable us to provide the services set forth in this letter, the City will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. The officers and agents of the City will review the City's Offering Document, participate in a due diligence conference to review the City's Offering Document and provide a certificate as to the accuracy and completeness of the City's Offering Document stating that it does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein not misleading. The City agrees to pay our bills for services and expenses in accordance with this engagement letter. The City will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

#### Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Mr. Dan Grady  
December 3, 2020  
Page 7

Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

If you have any questions, please do not hesitate to contact me or my colleague Jeff Peelen at (414) 277-5773 at any time. We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP

  
Bridgette Keating

BJK/JPL

#100056.00017

cc: Ms. Louella Luedtke (via email)  
Mr. Sean Lentz (via email)  
Mr. Brian Reilly (via email)  
Ms. Beth Mueller (via email)  
Ms. Sue Porter (via email)  
Mr. Jacob Lichter (via email)  
Mr. Alex Gore (via email)  
Ms. Jessica Kaye (via email)  
[bondsale@ehlers-inc.com](mailto:bondsale@ehlers-inc.com)

Accepted and Approved:

CITY OF ABBOTSFORD

By: \_\_\_\_\_

Its: \_\_\_\_\_  
Title

Date: \_\_\_\_\_



411 East Wisconsin Avenue  
Suite 2350  
Milwaukee, Wisconsin 53202-4426  
414.277.5000  
Fax 414.271.3552  
[www.quarles.com](http://www.quarles.com)

Attorneys at Law in  
Chicago  
Indianapolis  
Madison  
Milwaukee  
Minneapolis  
Naples  
Phoenix  
Scottsdale  
Tampa  
Tucson  
Washington, D.C.

December 3, 2020

**VIA EMAIL**

Mr. Dan Grady  
City Administrator/Clerk-Treasurer  
City of Abbotsford  
203 North First Street  
Abbotsford, WI 54405

**Re: City of Abbotsford  
\$2,730,000 Taxable Water System Mortgage Revenue Refunding Bonds**

Dear Dan:

Attached please find the **final** Parameters Resolution to be adopted in connection with the above-referenced financing. We have prepared the Resolution with the information provided to us by Ehlers & Associates, Inc. ("Ehlers"). Please review the Resolution carefully.

It is our understanding that the Resolution will be considered by the Common Council at its meeting on December 7, 2020. As you know, the Resolution is structured to provide the necessary Common Council authorization for the issuance and sale of the Bonds. Under the Resolution, issuance of the Bonds is conditioned on or you or the Deputy Clerk/Treasurer approving the final terms of the Bonds. Please be sure to carefully review the parameters established by the Resolution, as the terms of the Bonds will have to comply with those parameters. Please note that a draft of the Approving Certificate to be signed after Ehlers provides the final pricing information is attached as an exhibit to the Resolution. Please review it carefully.

If you have not already done so, please include the title of the Resolution on the agenda for the meeting. Please then post the agenda in at least three public places and provide it to the official newspaper of the City (or if the City has no official newspaper, to a news medium likely to give notice in the area) and to any other requesting media at least twenty-four hours prior to the meeting (see Section 19.84(1)(b), Wisconsin Statutes). **If the meeting will be a virtual meeting, please be sure to include on the agenda and the notice the dial-in number or other information necessary for the public and the media to access and monitor the meeting.** The

Mr. Dan Grady  
December 3, 2020  
Page 2

attached **Certificate of Compliance with Open Meeting Law** must be completed in connection with the meeting at which the Resolution is adopted.

Unless the Common Council has adopted special rules regarding the adoption of borrowing resolutions, a vote of at least a majority of the members of the Common Council is necessary to adopt the Resolution.

Please find attached an **Excerpts of Minutes** form for you to complete which records the vote on the Resolution on the day of the meeting.

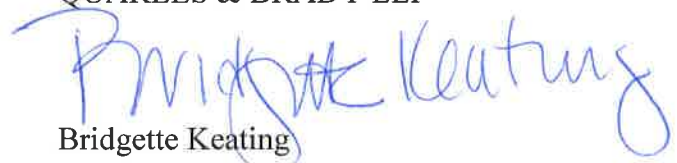
Following the adoption of the Resolution, we request that you return one executed copy of the Resolution, as well as one executed copy of the Certificate of Compliance with Open Meeting Law and Excerpts of Minutes form to us for our review. All of these originally signed documents will be included in the closing transcript. A copy of the Resolution should be incorporated into the minutes of the December 7, 2020 meeting.

We are also attaching a **Municipal Information Questionnaire**. Please review, correct, if necessary, complete and return this questionnaire to us as soon as possible. It contains information which will help us draft the closing documents which will be required in connection with this financing.

Please feel free to contact me at (414) 277-5790 or any member of the Quarles & Brady LLP public finance team if you have any questions or comments.

Very truly yours,

QUARLES & BRADY LLP

  
Bridgette Keating

BJK/JPL

#100056.00017

cc: Ms. Louella Luedtke (w/enc. via email)  
Mr. Sean Lentz (w/enc. via email)  
Mr. Brian Reilly (w/enc. via email)  
Ms. Beth Mueller (w/enc. via email)  
Ms. Sue Porter (w/enc. via email)  
Mr. Jacob Lichter (w/enc. via email)  
Mr. Alex Gore (w/enc. via email)  
Ms. Jessica Kaye (w/enc. via email)

QB\65634018.1

RESOLUTION NO. 2020-12

A RESOLUTION AUTHORIZING THE ISSUANCE AND ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO EXCEED \$2,730,000 TAXABLE WATER SYSTEM MORTGAGE REVENUE REFUNDING BONDS OF THE CITY OF ABBOTSFORD, CLARK AND MARATHON COUNTIES, WISCONSIN, AND PROVIDING FOR THE PAYMENT OF THE BONDS AND OTHER DETAILS WITH RESPECT TO THE BONDS

WHEREAS, the City of Abbotsford, Clark and Marathon Counties, Wisconsin (the "City") owns and operates its Water System (the "System") which is operated for a public purpose as a public utility; and

WHEREAS, under the provisions of Section 66.0621, Wisconsin Statutes, any municipality in the State of Wisconsin may, by action of its governing body, provide funds for extending, adding to and improving a public utility or refunding obligations issued to finance such extensions, additions and improvements from the proceeds of bonds, which bonds are payable only from the income and revenues of such utility and are secured by a pledge of the revenues of the utility; and

WHEREAS, the City has entered into a user agreement with Abbyland Foods, Inc. (the "Agreement") in connection with the System; and

WHEREAS, the terms of the Agreement will not permit the City to finance any System projects on a tax-exempt basis; and

WHEREAS, pursuant to a resolution adopted on March 1, 2012 (the "2012 Resolution"), the City has heretofore issued its Taxable Water System Mortgage Revenue Refunding Bonds, dated March 26, 2012 (the "Prior Bonds"), which bonds are payable from the Revenues of the System; and

WHEREAS, the City has determined that it is necessary and desirable to currently refund the Taxable Water System Mortgage Revenue Refunding Bonds, dated October 1, 2010 (the "2010 Bonds") and its Taxable General Obligation Refunding Bonds, Series 2010B, dated October 4, 2010 (the "2010B Bonds") (collectively, the "Refunded Obligations") (the "Refunding"), both of which financed improvements or extensions of the System for the purpose of achieving debt service cost savings; and

WHEREAS, it is necessary, desirable and in the best interests of the City to authorize and sell taxable water system revenue bonds (the "Bonds") for such purpose payable solely from the Revenues of the System, which bonds are to be authorized and issued pursuant to the provisions of Section 66.0621, Wisconsin Statutes; and

WHEREAS, the City has determined that it is unable to obtain sufficient credit to refinance the Prior Bonds taking into account prevailing rates and terms currently available to the City; and

WHEREAS, additional bonds may be issued on a parity with the Prior Bonds with the consent of the United States of America, acting through Rural Development, United States

Department of Agriculture (the "Government") while it is the registered owner of the Prior Bonds, and the City has requested such consent from the Government; and

WHEREAS, the Bonds will not be issued until the Government has consented to the issuance of the Bonds on a parity with the Prior Bonds; and

WHEREAS, other than the Prior Bonds and the 2010 Bonds, the City has no bonds or obligations outstanding which are payable from the Revenues of the System; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell the Bonds to Northland Securities, Inc. (the "Purchaser"); and

WHEREAS, the Purchaser intends to submit a proposal to the City (the "Proposal") offering to purchase the Bonds in accordance with the terms and conditions to be set forth in the Proposal; and

WHEREAS, in order to facilitate the sale of the Bonds to the Purchaser in a timely manner, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City to delegate to either the City Administrator/Clerk/Treasurer or the Deputy City Clerk/Treasurer (each an "Authorized Officer") the authority to accept the Proposal on behalf of the City so long as the Proposal meets the terms and conditions provided for in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

NOW, THEREFORE, the Common Council of the City of Abbotsford, Clark and Marathon Counties, Wisconsin, do resolve that:

Section 1. Authorization and Sale of the Bonds; Parameters. For the purpose of paying the costs of the Refunding, the City is authorized to borrow pursuant to Section 66.0621, Wisconsin Statutes, the principal sum of not to exceed TWO MILLION SEVEN HUNDRED THIRTY THOUSAND DOLLARS (\$2,730,000) upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the conditions set forth in Section 17 of this Resolution, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser, on behalf of and in the name of the City, the Bonds in a principal amount of not to exceed TWO MILLION SEVEN HUNDRED THIRTY THOUSAND DOLLARS (\$2,730,000). The purchase price to be paid to the City for the Bonds shall not be less than 98.80% nor more than 106% of the principal amount of the Bonds.

Section 2. Terms of the Bonds. The Bonds shall be designated "Taxable Water System Mortgage Revenue Refunding Bonds" with series designation identified in the Approving Certificate; shall be issued in the aggregate principal amount of up to \$2,730,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature or be subject to mandatory redemption on October 1, in the years 2021 through 2037, in the principal amounts to be set forth in the Approving Certificate; provided the aggregate principal amount of the Bonds does not exceed \$2,730,000 and the Savings Test described below is met. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2021. Interest shall



be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

The schedule of maturities or mandatory redemptions is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices and will be confirmed in the Approving Certificate.

The present value debt service savings achieved by the Refunding shall be at least \$350,000 (the "Savings Test"). The Common Council hereby determines that if the Savings Test is met, the Refunding is advantageous and necessary to the City.

The Bonds, together with interest thereon, shall not constitute an indebtedness of the City nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Special Redemption Fund provided for in Section 5 herein, and shall be a valid claim of the registered owner or owners thereof only against the Special Redemption Fund and the Revenues of the System pledged to such fund, on a parity with the pledge granted to the owners of the Prior Bonds. Sufficient Revenues are hereby pledged to said Special Redemption Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds and the Bonds as the same becomes due.

The Bonds shall either not be subject to optional redemption or be callable as set forth in the Approving Certificate. If the Proposal specifies that certain of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established for such Bonds in such manner as the City shall direct.

Section 3. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 4. Definitions. In addition to the words defined elsewhere in this Resolution, the following words shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Annual Debt Service Requirement" means the total amount of principal and interest due in any Fiscal Year on the Prior Bonds, the Bonds and Parity Bonds.

"Bond Year" means the one-year period ending on a principal payment date or mandatory redemption date for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended.

"DTC" means The Depository Trust Company, New York, New York, or any successor securities depository for the City with respect to the Bonds.

"Fiscal Year" means the fiscal year adopted by the City for the System, which is currently the calendar year.

"Net Revenues" means the Revenues minus all Operation and Maintenance Expenses of the System.

"Operation and Maintenance Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but excluding depreciation, debt service, tax equivalents and capital expenditures.

"Parity Bonds" means additional bonds or obligations issued on a parity as to pledge and lien with the Bonds in accordance with the provisions of Section 8 of this Resolution.

"Reserve Requirement" means an amount, determined as of the date of issuance of the Bonds, equal to the least of (a) 10% of the proceeds of the Bonds (up to the amount permitted to be deposited from proceeds of the Bonds pursuant to Section 148 (d)(1) of the Code); (b) the maximum annual debt service on the Bonds in any Bond Year; and (c) 125% of average annual debt service on the Bonds. If Parity Bonds which are to be secured by the Market Reserve Account are issued, the Reserve Requirement shall mean an amount, determined as of the date of issuance of the Parity Bonds, equal to the least of (a) the amount required to be on deposit in the Market Reserve Account prior to the issuance of such Parity Bonds, plus the amount permitted to be deposited therein from proceeds of the Parity Bonds pursuant to Section 148(d)(1) of the Code; (b) the maximum annual debt service on outstanding obligations secured by the Market Reserve Account and the Parity Bonds to be issued; and (c) 125% of average annual debt service on the outstanding obligations secured by the Market Reserve Account and the Parity Bonds to be issued.

"Revenues" means all income and revenue derived from operation of the System, including the revenues received from the City, and revenues appropriated by the City for services rendered to it and all moneys received from any other source, including income derived from investments.

Section 5. Income and Revenue Funds. The Revenues to be derived from the System shall be set aside into separate and special funds, which funds were created by a resolution adopted on May 9, 1988 (the "1988 Resolution"), continued by the 2012 Resolution and are hereby continued, and amended as set forth below, and all of such Revenues are to be transferred monthly into such funds in the following order to be used and applied for the following purposes:

(a) Sufficient Revenues shall first be set aside for the reasonable and proper operation and maintenance of the System into the fund known and designated as "Water System Operation and Maintenance Fund" (herein referred to as "Operation and Maintenance Fund");

(b) The Revenues thereafter remaining shall be set aside for the payment of principal of and interest on the Bonds, the Prior Bonds and Parity Bonds into a fund known and designated as the "Water System Revenue Bond and Interest Special Redemption Fund" (herein referred to as the "Special Redemption Fund" or "Debt Service Fund");

(c) The Revenues thereafter remaining shall be set aside to additionally secure the payment of principal of and interest on the Bonds, the Prior Bonds and Parity Bonds into a fund known and designated as "Water System Reserve Account" (herein referred to as "Reserve Account") which Reserve Account is hereby divided into two subaccounts: the "USDA Reserve Account" and the "Market Reserve Account." Funds on deposit in the USDA Reserve Account shall secure the Prior Bonds and shall at no time secure the Bonds. Funds on deposit in the Market Reserve Account shall secure the Bonds and shall at no time secure the Prior Bonds;

(d) The Revenues thereafter remaining shall be set aside as a proper and adequate depreciation account of the System into a fund known as the "Water System Depreciation Fund" (herein referred to as the "Depreciation Fund"); and

(e) All of the remaining Revenues, if any, shall be set aside into a fund known and designated as "Water System Surplus Fund" (herein referred to as "Surplus Fund").

The Operation and Maintenance Fund and Depreciation Fund shall be deposited as received in public depositories to be selected by the Common Council in the manner required by Chapter 34 of the Wisconsin Statutes and may be invested in legal investments subject to the provisions of Section 66.0603(1m), Wis. Stats.

Money in the Operation and Maintenance Fund shall be used to pay Operation and Maintenance Expenses as the same come due; money not immediately required for Operation and Maintenance Expenses shall be used to accumulate a reserve in the Operation and Maintenance Fund equal to estimated Operation and Maintenance Expenses for one month. Any money then available and remaining in the Operation and Maintenance Fund may be transferred to the Surplus Fund.

Revenues shall be deposited in the Depreciation Fund each month until such amount as the Common Council may from time to time determine to constitute an adequate and reasonable depreciation account for the System (the "Depreciation Requirement") is accumulated therein. Money in the Depreciation Fund shall be available and shall be used, whenever necessary, to restore any deficiency in the Special Redemption Fund and for the maintenance of the Reserve Account therein. When the Special Redemption Fund is sufficient for its purpose, funds in the Depreciation Fund may be expended for repairs, replacements, new construction, extensions or additions to the System. Any money on deposit in the Depreciation Fund in excess of the Depreciation Requirement which is not required during the current Fiscal Year for the purposes of the Depreciation Fund, may be transferred to the Surplus Fund.

It is the express intent and determination of this Common Council that the amount of said income and revenue to be set aside and paid into the Special Redemption Fund (including the Reserve Account) shall in any event be sufficient to pay the interest upon the Bonds, the Prior Bonds and Parity Bonds as the same accrues and the principal of the Bonds, the Prior Bonds and Parity Bonds as the same matures, and the City shall from year to year, and out of the income and revenue received from the operation of the System, deposit at least sufficient funds in the Special Redemption Fund to pay promptly all principal and interest falling due on the Bonds, the Prior Bonds and Parity Bonds.

The money to be deposited in the Special Redemption Fund shall, from month to month, as the same shall accrue and be received, be set apart and paid into said fund, provided that in each month, there shall be deposited at least one-sixth (1/6) of the amount required to pay in full the principal and interest payments on the Prior Bonds next becoming due, one-sixth (1/6) of the amount required to pay in full the interest payment on the Bonds and one-twelfth (1/12) of the principal payment next becoming due on the Bonds, until the full amount of such interest and principal shall have been paid into such fund. Said fund will be kept apart from other monies and the same shall be used for no purpose other than the payment of interest on and principal of the Bonds, the Prior Bonds and Parity Bonds, promptly as the same become due and payable. All money in the Special Redemption Fund shall be deposited in a special account and invested in legal investments subject to Section 66.0603(1m), Wis. Stats., and the monthly payments required to be made to the Special Redemption Fund shall be made directly to such account.

In the event adequate revenues are not available to meet the monthly deposits to the Special Redemption Fund to pay debt service on the Bonds, the Prior Bonds and Parity Bonds, the funds on deposit in the Special Redemption Fund shall be apportioned to such debt service payments based on the respective current monthly installments of principal and interest due.

The City covenants and agrees that upon the issuance of the Bonds an amount necessary to make the amount on deposit in the Market Reserve Account equal to the Reserve Requirement shall be deposited into the Market Reserve Account.

The City covenants and agrees that at any time that the Market Reserve Account is drawn on and the amount in the Market Reserve Account shall be less than the Reserve Requirement, an amount equal to one-twelfth of the Reserve Requirement will be paid monthly into the Market Reserve Account from those funds in the Special Redemption Fund, the Operation and Maintenance Fund and the Surplus Fund which are in excess of the minimum amounts required by the preceding paragraphs to be paid therein until the Reserve Requirement will again have accumulated in the Market Reserve Account. If at any time the amount on deposit in the Market Reserve Account exceeds the Reserve Requirement, the excess shall be transferred to the Special Redemption Fund and used to pay principal and interest on the Bonds. If for any reason there shall be insufficient funds on hand in the Special Redemption Fund to meet principal or interest becoming due on the Bonds or any Parity Bonds secured by the Market Reserve Account, then all sums then held in the Market Reserve Account shall be used to pay the portion of interest or principal on such Bonds or any Parity Bonds secured by the Market Reserve Account becoming due as to which there would otherwise be default, and thereupon the payments required by this paragraph shall again be made into the Market Reserve Account until an amount equal to the Reserve Requirement is on deposit in the Market Reserve Account. The sums held in the Market Reserve Account do not secure the Prior Bonds and are not available to pay debt service on the Prior Bonds. The USDA Reserve Account secures the Prior Bonds and shall be used to pay the portion of interest or principal on the Prior Bonds becoming due as to which there would otherwise be default, and if drawn upon, the City shall make deposits into such account as required under the 2012 Resolution.

Money in the Surplus Fund shall first be used when necessary to meet requirements of the Operation and Maintenance Fund including the one month reserve, the Special Redemption

Fund including the Reserve Account, and the Depreciation Fund. Any money then remaining in the Surplus Fund at the end of any Fiscal Year may be used only as permitted and in the order specified in Section 66.0811(2), Wis. Stats. Money thereafter remaining in the Surplus Fund may be transferred to any of the funds or accounts created by this section.

Section 5B. Mortgage Lien. For the further protection of the owners of the Bonds, a mortgage lien upon the System is hereby granted to and in favor of the owner or owners of the Bonds, which lien is hereby recognized as valid and binding upon the City and as a valid and binding lien upon the System and any additions and improvements to be made thereto. Said lien is on a parity with that granted to the owners of the Prior Bonds.

The City Clerk is hereby directed to perfect said mortgage lien by recording this Resolution in the records of the City.

Section 6. Service to the City. The reasonable cost and value of any service rendered to the City by the System by furnishing water services for public purposes including reasonable health protection and hydrant rental shall be charged against the City and shall be paid by it in monthly installments as the service accrues, out of the current revenues of the City collected or in the process of collection, exclusive of the Revenues, and out of the tax levy of the City made by it to raise money to meet its necessary current expenses. It is hereby found and determined that the reasonable cost and value of such service to the City in each year shall be in an amount which, together with Revenues of the System, will produce Net Revenues equivalent to not less than 1.10 times the Annual Debt Service Requirement. Such compensation for such service rendered to the City shall, in the manner provided hereinabove, be paid into the separate and special funds described in Section 5 of this Resolution. However, such payment is subject to (a) annual appropriations by the Common Council therefor, (b) approval of the Wisconsin Public Service Commission, or successors to its function, if necessary, and (c) applicable levy limits, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the City to make any such appropriation over and above the reasonable cost and value of services rendered to the City and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 7. Operation of System; City Covenants. It is covenanted and agreed by the City with the owner or owners of the Bonds, and each of them, that:

(a) The City will faithfully and punctually perform all duties with reference to the System required by the Constitution and Statutes of the State of Wisconsin, including the making and collecting of reasonable and sufficient rates lawfully established for services rendered by the System, and will collect and segregate the Revenues of the System and apply them to the respective funds and accounts described hereinabove;

(b) The City will not sell, lease, or in any manner dispose of the System, including any part thereof or any additions, extensions, or improvements that may be made part thereto, except that the City shall have the right to sell, lease or otherwise dispose of any property of the System found by the Common Council to be neither necessary nor useful in the operation of the System, provided the proceeds received from such sale, lease or disposal shall be paid into the Special Redemption Fund or applied to the acquisition or construction of capital

facilities for use in the normal operation of the System, and such payment shall not reduce the amounts otherwise required to be paid into the Special Redemption Fund;

(c) The City will pay or cause to be paid all lawful taxes, assessments, governmental charges, and claims for labor, materials or supplies which if unpaid could become a lien upon the System or its Revenues or could impair the security of the Bonds;

(d) The City will maintain in reasonably good condition and operate the System, and will establish, charge and collect such lawfully established rates and charges for the service rendered by the System, so that in each Fiscal Year Net Revenues shall not be less than 110% of the Annual Debt Service Requirement, and so that the Revenues of the System herein agreed to be set aside to provide for the payment of the Prior Bonds, the Bonds and Parity Bonds and the interest thereon as the same becomes due and payable, and to meet the Reserve Requirement, will be sufficient for those purposes;

(e) The City will prepare a budget not less than sixty days prior to the end of each Fiscal Year and, in the event such budget indicates that the Net Revenues for each Fiscal Year will not exceed the Annual Debt Service Requirement for each corresponding Fiscal Year by the proportion stated hereunder, will take any and all steps permitted by law to increase rates so that the aforementioned proportion of Net Revenues to the Annual Debt Service Requirement shall be accomplished as promptly as possible;

(f) The City will keep proper books and accounts relative to the System separate from all other records of the City and will cause such books and accounts to be audited annually by a recognized independent firm of certified public accountants including a balance sheet and a profit and loss statement of the System as certified by such accountants. Each such audit, in addition to whatever matters may be thought proper by the accountants to be included therein shall include the following: (1) a statement in detail of the income and expenditures of the System for the Fiscal Year; (2) a statement of the Net Revenues of the System for such Fiscal Year; (3) a balance sheet as of the end of such Fiscal Year; (4) the accountants' comment regarding the manner in which the City has carried out the requirements of this Resolution and the accountants' recommendations for any changes or improvements in the operation of the System; (5) the number of connections to the System at the end of the Fiscal Year, for each user classification (i.e., residential, commercial, public and industrial); (6) a list of the insurance policies in force at the end of the Fiscal Year setting out as to each policy the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy; and (7) the volume of water used as the basis for computing the service charge; and

(g) So long as any of the Bonds are outstanding the City will carry for the benefit of the owners of the Bonds insurance of the kinds and in the amounts normally carried by private companies or other public bodies engaged in the operation of similar systems. All money received for loss of use and occupancy shall be considered Revenue of the System payable into the separate funds and accounts named in Section 5 of this Resolution. All money received for losses under any casualty policies shall be used in repairing the damage or in replacing the property destroyed provided that if the Common Council shall find it is inadvisable to repair such damage or replace such property and that the operation of the System has not been impaired thereby, such money shall be deposited in the Special Redemption Fund, but in that event such

payments shall not reduce the amounts otherwise required to be paid into the Special Redemption Fund.

Section 8. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds. No bonds or obligations payable out of the Revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if their lien and pledge is junior and subordinate to that of the Bonds. Additional obligations may be issued on a parity with the Bonds as to the pledge of Revenues of the System ("Parity Bonds") only if all of the following conditions are met:

(a) The Net Revenues of the System for the fiscal year immediately preceding the issuance of such additional parity bonds must have been equal to at least 120% of the average annual principal and interest requirements on all bonds outstanding payable from Revenues of the System and on the bonds then to be issued in any Fiscal Year. Should an increase in permanent rates and charges, including those made to the City, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Revenues for purposes of such computation shall include such additional Revenues as an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(b) All payments currently required to be made into the funds referred to in Section 5 must have been made in full (including the Market Reserve Account, but not the Surplus Fund).

(c) The additional bonds must have debt service payments due on April 1 and October 1 of each year.

(d) If the Parity Bonds are to be secured by the Market Reserve Account, the amount on deposit in the Market Reserve Account must be increased to an amount equal to the Reserve Requirement applicable upon the issuance of Parity Bonds as defined in Section 4 of this Resolution.

(e) The proceeds of the additional bonds must be used only for additions and/or improvements to the System or to refund all bonds issued for such purposes.

So long as the Prior Bonds are outstanding, Parity Bonds may be issued only if the conditions set forth in the 2012 Resolution are met, unless such conditions are waived by the owner(s) of the Prior Bonds.

Section 9. Application of Bond Proceeds. All accrued interest received from the sale of the Bonds shall be deposited into the Special Redemption Fund. An amount of proceeds of the Bonds equal to the Reserve Requirement shall be deposited in the Market Reserve Account. An amount of proceeds of the Bonds sufficient to provide for the payment of the Refunded Obligations shall be deposited in a special account designated the "Refunding Fund" for that purpose. The balance remaining in said fund after paying said costs shall be transferred to the Special Redemption Fund for use in payment of principal of and interest on the Bonds.

Section 10. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except:

a. The City may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and

b. This Resolution may be amended, in any respect, with the written consent of the owners of not less than two-thirds of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the City; provided, however, that no amendment shall permit any change in the pledge of Revenues derived from the System, or in the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 11. Defeasance. When all Bonds have been discharged, all pledges, liens, covenants and other rights granted to the owners thereof by this Resolution shall cease. The City may discharge all Bonds due on any date by depositing into a special account on or before that date a sum sufficient to pay the same in full; or if any Bonds should not be paid when due, it may nevertheless be discharged by depositing into a special account a sum sufficient to pay it in full with interest accrued from the due date to the date of such deposit. The City, at its option, may also discharge all Bonds called for redemption on any date when they are prepayable according to their terms, by depositing into a special account on or before that date a sum sufficient to pay them in full, with the required redemption premium, if any, provided that notice of redemption has been duly given as required by this Resolution. The City, at its option, may also discharge all Bonds of said issue at any time by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the City's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the City's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for. Upon such payment or deposit, in the amount and manner provided by this Section, all liability of the City with respect to the Bonds shall cease, terminate and be completely discharged, and the owners thereof shall be entitled only to payment out of the money so deposited.

Section 12. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the City and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 10, until all of the Bonds have been paid in full as to both principal



and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the City, the governing body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the City, its governing body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 13. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City.

Section 14. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

Section 15. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 16. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 17. Conditions on Issuance and Sale of the Bonds. The issuance of the Bonds and the sale of the Bonds to the Purchaser are subject to (a) approval by an Authorized Officer of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Bonds, (b) realization of debt service savings in an amount sufficient to satisfy the Savings Test and (c) receipt of consent from the Government. Satisfaction of such conditions shall be evidenced by execution by an Authorized Officer of the Approving Certificate.

The Bonds shall not be issued, sold or delivered until these conditions have been satisfied. Upon satisfaction of the conditions, an Authorized Officer is authorized to execute the Proposal with the Purchaser providing for the sale of the Bonds to the Purchaser.

Section 18. Redemption of the 2010 Bonds. Subject to the final approval by an Authorized Officer in the Approving Certificate, the 2010 Bonds are hereby called for prior payment and redemption on a date to be set forth in the Approving Certificate, at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to take all actions necessary for the redemption of the 2010 Bonds on their redemption date. All actions heretofore taken by the officers and agents of the City to effectuate the redemption of the 2010 Bonds are hereby ratified and approved.

Section 19. Redemption of the 2010B Bonds. Subject to the final approval by an Authorized Officer in the Approving Certificate, the 2010B Bonds are hereby called for prior payment and redemption on a date to be set forth in the Approving Certificate, at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with Ehlers & Associates, Inc. ("Ehlers") to cause timely notice of redemption, in substantially the form attached hereto as Exhibit C and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. Any and all actions heretofore taken by the officers and agents of the City to effectuate the redemption of the 2010B Bonds are hereby ratified and approved.

Section 20. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to Old National Bank at Closing for further distribution as directed by Ehlers.

Section 21. Official Statement. The Common Council hereby directs the Authorized Officers to approve the Preliminary Official Statement with respect to the Bonds and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officers or other officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the closing of the Bonds, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 22. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 23. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 24. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 25. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent, sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation

services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 26. Conflicting Ordinances or Resolutions. All prior ordinances, resolutions (other than the 2012 Resolution), rules, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the 2012 Resolution, the 2012 Resolution shall control so long as any bonds authorized by such resolution are outstanding.

Adopted, approved and recorded December 7, 2020.

\_\_\_\_\_  
Lori J. Voss  
Mayor

ATTEST:

\_\_\_\_\_  
Dan Grady  
City Clerk

(SEAL)

CERTIFICATE APPROVING THE DETAILS OF TAXABLE  
WATER SYSTEM MORTGAGE REVENUE REFUNDING BONDS

I, [\_\_\_\_], [\_\_\_\_] of the City of Abbotsford, Clark and Marathon Counties, Wisconsin (the "City") hereby certify that:

1. Resolution. On December 7, 2020, the Common Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$2,730,000 Taxable Water System Mortgage Revenue Refunding Bonds of the City (the "Bonds") to Northland Securities, Inc. (the "Purchaser") and delegating to me the authority to approve the purchase proposal for the Bonds, and to determine the details for the Bonds within the parameters established by the Resolution. The Bonds shall have the series designation of "Series 202[\_\_\_\_]."

2. Proposal; Terms of the Bonds. On the date hereof, the Purchaser offered to purchase the Bonds in accordance with the terms set forth in the Proposal between the City and the Purchaser attached hereto as Schedule I and incorporated herein by this reference (the "Proposal"). Ehlers & Associates, Inc. recommends the City accept the Proposal. The Proposal meets the parameters and conditions established by the Resolution and is hereby approved and accepted.

The Bonds shall be issued in the aggregate principal amount of \$\_\_\_\_\_, which is not more than the \$2,730,000 approved by the Resolution, and shall mature on October 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule II and incorporated herein by this reference. The amount of each annual principal or mandatory redemption payment due on the Bonds is set forth below:

<u>Date</u>	<u>Amount</u>
10/01/2021	\$ _____
10/01/2022	_____
10/01/2023	_____
10/01/2024	_____
10/01/2025	_____
10/01/2026	_____
10/01/2027	_____
10/01/2028	_____
10/01/2029	_____
10/01/2030	_____
10/01/2031	_____
10/01/2032	_____
10/01/2033	_____
10/01/2034	_____
10/01/2035	_____
10/01/2036	_____
10/01/2037	_____

4. Purchase Price of the Bonds. The Bonds shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$\_\_\_\_\_, plus accrued interest, if any, to the date of delivery of the Bonds which is not less than 98.80% nor more than 106% of the principal amount of the Bonds as required by the Resolution.

5. Savings Test. As shown on Schedule III attached hereto, the present value debt service savings achieved by the Refunding is \$[\_\_\_\_\_], which is at least \$350,000 as required by the Resolution.

6. The City has received consent to issue the Bonds from the Government, as required by the Resolution.

7. Redemption Provisions of the Bonds. [The Bonds are not subject to optional redemption.] [The Bonds maturing on October 1, [\_\_\_\_\_] and thereafter are subject to redemption prior to maturity, at the option of the City, on October 1, [\_\_\_\_\_] or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.] [The Proposal specifies that [some of] the Bonds are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference.]

8. Redemption. The 2010 Bonds shall be called for prior payment on [\_\_\_\_\_] and the 2010B Bonds shall be called for prior payment on [\_\_\_\_\_].

9. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Bonds and the debt service schedule attached hereto as Schedule IV is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on \_\_\_\_\_ pursuant to the authority delegated to me in the Resolution.

\_\_\_\_\_  
[\_\_\_\_], [\_\_\_\_\_]

SCHEDULE I TO APPROVING CERTIFICATE

Proposal

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.

(See Attached)

COPY

COPY



SCHEDULE III TO APPROVING CERTIFICATE

Savings Test

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.

(See Attached)

COPY

COPY

SCHEDULE IV TO APPROVING CERTIFICATE

Debt Service Schedule

To be provided by Ehlers & Associates, Inc. and incorporated into the Certificate.

(See Attached)

COPY

EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on October 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from special redemption fund deposits which are required to be made in amounts sufficient to redeem on October 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on October 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT B

(Form of Bond)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
	CLARK AND MARATHON COUNTIES	
NO. R-___	CITY OF ABBOTSFORD	\$_____
	TAXABLE WATER SYSTEM MORTGAGE REVENUE	
	REFUNDING BONDS, SERIES 202__	

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
October 1, _____	_____	_____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$ \_\_\_\_\_)

FOR VALUE RECEIVED, the City of Abbotsford, Clark and Marathon Counties, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), solely from the fund hereinafter specified, on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2021 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

The Bonds maturing on October 1, \_\_\_\_\_ and thereafter are subject to redemption prior to maturity, at the option of the City, on October 1, \_\_\_\_\_ or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

【The Bonds maturing in the years \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ are subject to mandatory redemption by lot as provided in the Resolution referenced below at the redemption price of par plus accrued interest to the date of redemption and without premium.】

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

This Bond is one of an issue aggregating \$ \_\_\_\_\_, issued for the purpose of paying the cost of refunding obligations of the City issued to finance additions, improvements and extensions to the City's Water System, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, acts supplementary thereto and a Resolution adopted December 7, 2020, and entitled: "A Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$2,730,000 Taxable Water System Mortgage Revenue Refunding Bonds of the City of Abbotsford, Clark and Marathon Counties, Wisconsin, and Providing for the Payment of the Bonds Other Details with Respect to the Bonds" as supplemented by a Certificate Approving Details of the Bonds (collectively, the "Resolution") and is payable only from the revenues of said Water System. Such revenues have been set aside and pledged as a special fund for that purpose and identified as "Special Redemption Fund", created by a resolution adopted by the City on May 9, 1988 and continued by the Resolution. The Bonds are issued on a parity with the City's Taxable Water System Mortgage Revenue Refunding Bonds, dated March 26, 2012. This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or provision.

A mortgage lien, which is hereby recognized as valid and binding on said Water System, together with all extensions and improvements thereto, has been granted by the City to and in favor of the registered owner or owners of bonds of this issue of Bonds. The Water System shall remain subject to such mortgage lien until the payment in full of the principal of and interest on this Bond and the issue of which it forms a part.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

It is hereby certified, recited and declared that all conditions, things and acts required by law to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said City from the operation of its Water System has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

COPY

IN WITNESS WHEREOF, the City of Abbotsford, Clark and Marathon Counties, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF ABBOTSFORD,  
CLARK AND MARATHON COUNTIES,  
WISCONSIN

COPY

By: \_\_\_\_\_  
Lori J. Voss  
Mayor

(SEAL)

By: \_\_\_\_\_  
Dan Grady  
City Clerk

COPY

Date of Authentication: \_\_\_\_\_, \_\_\_\_\_

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned Resolution of the City of Abbotsford, Wisconsin.

COPY

BOND TRUST SERVICES  
CORPORATION,  
ROSEVILLE, MINNESOTA

By \_\_\_\_\_  
Authorized Signatory

COPY



ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

EXHIBIT C

NOTICE OF FULL CALL\*

CITY OF ABBOTSFORD  
CLARK AND MARATHON COUNTIES, WISCONSIN  
TAXABLE GENERAL OBLIGATION REFUNDING BONDS,  
SERIES 2010B, DATED OCTOBER 4, 2010

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the date and in the amount; bear interest at the rate; and have a CUSIP No. as set forth below have been called for prior payment on [ ] at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
May 1, 2027	\$605,000	6.00%	002806BP1

Upon presentation and surrender of said Bonds to Bond Trust Services Corporation, Roseville, Minnesota the registrar and fiscal agent for said Bonds, the registered owners thereof will be paid the principal amount of the Bonds plus accrued interest to the date of prepayment.

Said Bonds will cease to bear interest on [ ].

By Order of the  
Common Council  
City of Abbotsford  
City Clerk

Dated \_\_\_\_\_

\* To be provided to Bond Trust Services Corporation, Roseville, Minnesota at least thirty-five (35) days prior to [ ]. The registrar and fiscal agent shall be directed to give notice of such prepayment by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to [ ] and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org).

**RESOLUTION NO. 2020- 13  
CITY OF ABBOTSFORD MARATHON &  
CLARK COUNTIES, WISCONSIN**

**A RESOLUTION APPROVING A HAZARD MITIGATION PLAN FOR THE CITY OF  
ABBOTSFORD**

**WHEREAS**, hazard mitigation planning is the process of developing a set of actions designed to reduce or eliminate long-term risk to people, business, infrastructure, and property from hazards and their effects.

**WHEREAS**, Clark County, working through its Local Emergency Planning Committee, has updated and prepared the *Clark County Multi-Hazard Mitigation Plan 2020-2025* to assess the magnitude of natural and other hazard risks and develop strategies for minimizing or reducing the risks; and,

**WHEREAS**, the City of Abbotsford participated in the planning process through a meeting with community representatives to identify hazard risks, vulnerabilities, and strategies unique to the community as well as through the review of draft plans; and,

**WHEREAS**, the Plan was reviewed by Wisconsin Emergency Management as meeting the requirements of the Federal Disaster Mitigation Act of 2000 and applicable Code of Federal regulations; and,

**WHEREAS**, adoption of the Plan by the City Council will meet prerequisite requirements which enables the City of Abbotsford to apply for FEMA grant dollars for hazard mitigation projects;

**NOW, THEREFOR IT BE RESOLVED**, the City Council adopts the *Clark County Multi-Hazard Mitigation Plan 2020-2025* as the official all hazards mitigation plan for the City of Abbotsford with the intent of implementing the plan recommendations as funding and resources allow.

**IN WITNESS WHEREOF**, said Resolution was duly adopted by the Common Council of the City of Abbotsford at its meeting on the 7th day of December, 2020, by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ opposed.

CITY OF ABBOTSFORD

By: \_\_\_\_\_

Lori Voss, Mayor

ATTEST:

\_\_\_\_\_  
Dan Grady, Clerk

ADOPTED: \_\_\_\_\_



# Contents

## **SECTION 1 PROGRAM OVERVIEW**

- A. Municipal Mutual Insurance Partnership
- B. League of Wisconsin Municipalities Mutual Insurance (LWMMI) Mission
- C. LWMMI Plan Participants
- D. Group Dividend Plan

## **SECTION 2 PROPOSAL**

- A. Coverage/Limits Summary
- B. Cost Comparison

## **SECTION 3 COVERAGE SUMMARY**

- A. Coverage Enhancements
- B. Coverage Summary

## **SECTION 4 MEMBER SERVICES**

- A. Benefits of Program Membership
- B. Member Loss Control Services

## **SECTION 5 LOCAL PLAN REPRESENTATIVE**

## **SECTION 6 PROGRAM PARTICIPATION**

- A. Pay Plans

*This proposal is intended to be only a summary of coverages and services. For specific details on coverage terms and conditions, please refer to the insurance coverage documents or talk to an authorized LWMMI Agent.*

# Overview



## Municipal Mutual Insurance Partnership

The League of Wisconsin Municipalities (LWM) was formed to work for the common good of cities and villages. Established in 1898, it is the third oldest association of municipal governments in the country. In 1984, the LWM Insurance Plan was implemented to provide a practical insurance alternative for municipalities. During 2002, the Plan evolved into a municipal mutual company, allowing the program to free itself of commercial carrier constraints. Today the League's Executive Director and six municipal representatives are responsible for oversight of the program.

The most important aspect of the League of Wisconsin Municipalities Mutual Insurance (LWMMI) is the quality of the overall coverage. Claims, loss control, and agent services are provided by hand selected service providers who are the best in the industry.

The LWMMI Program provides significant advantages to participating members including:

- Specialized coverages not normally available to individual cities and villages
- Competitive pricing
- Services from regional agents
- Rates based on your experience
- Group purchasing power
- Specialized services in municipal loss prevention, claims, and policy service

# Overview *Continued*



## LWMMI Mission

*To offer long-term, stable, cost-effective insurance solutions and risk management services for members of the League of Wisconsin Municipalities.*

Participation in the LWMMI means you are joining a program developed by municipal leaders like yourself to meet unique needs of all municipalities.

### Your Benefits with the League Insurance Program

- **Coverage**
  - Tailored for municipal operations
  - Controlled by your peers – the LWMMI Directors
  - Aggressive defense of claims
- **Service**
  - Decisions made and problems resolved by Plan Directors
  - Service tailored to members' unique needs
- **Price**
  - Share in the dividends when declared by the Directors
  - Based on your experience
  - No excessive premiums to build dividends



# Overview *Continued*



## League of Wisconsin Municipalities Insurance Plan Participants\*

Adell, Village of  
Albany, Village of  
Algoma Utilities  
Commission  
Algoma, City of  
Allouez, Village of  
Almena, Village of  
Amherst, Village of  
Aniwa, Village of  
Arcadia, City of  
Arena, Village of  
Arlington, Village of  
Arpin, Village of  
Ashwaubenon, Village of  
Athens, Village of  
Auburndale, Village of  
Augusta, City of  
Avoca, Village of  
Badger Power Marketing  
Authority  
Bagley, Village of  
Balsam Lake, Village of  
Bangor First Responders  
Bangor, Village of  
Barneveld, Village of  
Bay City, Village of  
Bayfield, City of  
Bayside, Village of  
Beaver Dam, City of  
Belleville, Village of  
Bellevue, Village of  
Belmont, Village of  
Benton, Village of  
Big Bend, Village of  
Birchwood Four Corners  
EMD  
Birchwood, Village of

Biron, Village of  
Black Earth, Village of  
Blanchardville, Village of  
Blue Mounds, Village of  
Blue River, Village of  
Bonduel, Village of  
Boscobel, City of  
Boyceville Community  
Ambulance District  
Boyceville Community Fire  
District  
Boyceville, Village of  
Boyd, Village of  
Brillion, City of  
Brooklyn, Village of  
Bruce, Village of  
Butternut, Village of  
Cadott, Village of  
Calumet Sanitary District #1,  
Town of  
Cambria, Village of  
Cambridge Oakland  
Wastewater  
Cambridge, Village of  
Camp Douglas, Village of  
Campbellsport, Village of  
Cashton, Village of  
Cazenovia, Village of  
Cecil, Village of  
Chenequa, Village of  
Chilton, City of  
Chippewa Falls, City of  
Clear Lake, Village of  
Cleveland, Village of  
Clinton, Village of  
Clintonville Area Ambulance  
Clintonville, City of

Cobb, Village of  
Cochrane, Village of  
Colfax, Village of  
Coloma, Village of  
Combined Locks, Village of  
Coon Valley, Village of  
Cornell, City of  
Cottage Grove, Village of  
Crandon, City of  
Cross Plains, Village of  
Cumberland Fire District  
Cumberland, City of  
Curtiss, Village of  
Dane Iowa Sanitary District  
Dane, Village of  
Darien, Village of  
Deer Grove EMS  
Deerfield, Village of  
DeForest, Village of  
Delafield, City of  
Delafield – Hartland Water  
Pollution Control Commission  
Dodgeville, City of  
Door County Tourism Zone  
Commission  
Dorchester, Village of  
Dousman, Village of  
Downing, Village of  
Doylestown, Village of  
Dresser, Village of  
Eagle, Village of  
Eagle River, City of  
Edgerton, City of  
Egg Harbor, Village of  
Eland, Village of  
Eleva, Village of  
Elk Mound, Village of

# League of Wisconsin Municipalities

## Insurance Plan Participants - *Continued\**



Elkhart Lake, Village of	Greenwood, City of	Landfill Venture Group
Ellsworth, Village of	Gresham, Village of	League of Wisconsin
Elm Grove, Village of	Hales Corners, Village of	Municipalities
Elroy, City of	Hammond, Village of	League of Wisconsin
Embarrass, Village of	Harrison, Village of	Municipalities Mutual
Endeavor, Village of	Hartland, Village of	Insurance
Ephraim, Village of	Haugen, Village of	Linden, Village of
Everest Metropolitan Police	Hayward, City of	Little Chute, Village of
Department	Hewitt, Village of	Little Elkhart Lake
Fairwater, Village of	Highland, Village of	Rehabilitation District
Fall Creek, Village of	Hilbert, Village of	Livingston, Village of
Fond du Lac, City of	Hixton, Village of	Lodi, City of
Fontana, Village of	Hollandale, Village of	Loganville, Village of
Fontana – Walworth Water	Holmen, Village of	Lohrville, Village of
Pollution Control	Howards Grove Volunteer	Lomira, Village of
Commission	Fire Department	Lone Rock, Village of
Footville, Village of	Howards Grove, Village of	Loyal, City of
Fox Lake Community Fire	Hurley, City of	Luck, Village of
Association	Hustisford, Village of	Lyndon Station, Village of
Fox Lake, City of	Hustler, Village of	Lynxville, Village of
Fox Point, Village of	Independence, City of	Madison Metropolitan
Francis Creek, Village of	Ingram, Village of	Sewerage District
Frank L. Weyenberg	Iola, Village of	Maiden Rock, Village of
Library Mequon –	Iron Ridge, Village of	Marathon City, Village of
Thiensville	Jefferson Housing Authority,	Marquette, Village of
Franklin, City of	City of	Marquette Communities
Frederic, Village of	Jefferson, City of	Joint Municipal Court
Friesland, Village of	Johnson Creek, Village of	Marquette Fire District
Galesville, City of	Junction City, Village of	Marshfield Utilities Electric
Garners Creek Storm Water	Kaukauna Utilities	and Water Department
Utility	Kaukauna, City of	Marshfield, City of
Geneva Lake Law	Kegonsa Sanitary District #2	Mazomanie, Village of
Enforcement	Kekoskee, Village of	MBPS&M Joint Fire District
Genoa, Village of	Kendall, Village of	Medford, City of
Germantown, Village of	Kewaskum, Village of	Mellen, City of
Gilman, Village of	Kewaunee, City of	Merrill, City of
Glenbeulah, Village of	Kiel, City of	Merrillan, Village of
Goose Lake Watershed	Kingston, Village of	Merrimac, Village of
District	Kohler, Village of	Merton, Village of
Grand Chute Menasha West	Kronenwetter, Village of	Milltown, Village of
Sewerage Commission	La Farge, Village of	Milwaukee Area Domestic
Granton, Village of	La Valle, Village of	Animal Control
Grantsburg, Village of	Lac La Belle, Village of	Milwaukee Housing
Gratiot, Village of	Ladysmith, City of	Authority, City of
Greater Bayfield	Lake Country Fire and	Mineral Point, City of
Wastewater Treatment	Rescue Department	Mishicot, Village of
Green Lake Sanitary	Lake Delton, Village of	Montello, City of
District	Lake Geneva, City of	Montfort, Village of
Green Lake, City of	Lake Hallie, Village of	Monticello, Village of
Greenfield, City of	Lake Nebagamon, Village of	Mosinee, City of



# League of Wisconsin Municipalities

## Insurance Plan Participants - *Continued\**



Mount Calvary, Village of	Pewaukee, City of	Sauk Prairie Police
Mount Horeb, Village of	Pewaukee, Village of	Commission
Mukwonago, Village of	Phillips, City of	Sauk Prairie Sewerage
Municipal Court for Western	Pittsville, City of	Commission
Waukesha County	Plain, Village of	Scandinavia, Village of
Muscoda, Village of	Pleasant Prairie, Village of	Schofield, City of
Muskego, City of	Pleasant Springs Sanitary	Shawano, City of
Nashotah, Village of	District	Shell Lake, City of
Necedah, Village of	Polk County Housing	Shorewood Hills, Village of
Neillsville, City of	Authority	Shorewood, Village of
Nekoosa, City of	Port Edwards, Village of	Siren, Village of
Nelsonville, Village of	Portage, City of	Sister Bay, Village of
Neosho, Village of	Poynette, Village of	Soldiers Grove, Village of
Neshkoro, Village of	Prairie du Sac, Village of	Solon Springs Development
New Holstein, City of	Prairie Farm., Village of	Commission
New Lisbon, City of	Prairie Village Water Trust	Solon Springs Gordon
Niagara, City of	Prentice, Village of	Airport Commission
North Bay, Village of	Prescott, City of	Somerset, Village of
North Fond Du Lac, Village of	Randolph, Village of	South Wayne, Village of
North Freedom, Village of	Random Lake, Village of	Sparta, City of
North Hudson, Village of	Readstown, Village of	Spring Green, Village of
North Shore Fire	Redevelopment Authority of	St. Cloud, Village of
Department	the City of Milwaukee	St. Croix Falls, City of
North Shore Water	Redevelopment Authority of	Stoddard, Village of
Commission	the City of Oshkosh	Strum, Village of
Northern Waupaca County	Redgranite, Village of	Sturgeon Bay Utilities
Joint Municipal Court	Reeseville, Village of	Sturgeon Bay, City of
Norwalk Area Fire District	Rewey, Village of	Sturtevant, Village of
Norwalk Wilton Police	Rib Lake, Village of	Suamico, Village of
Commission	Rice Lake Housing Authority	Summit, Village of
Norwalk, Village of	Rice Lake - Lake Protection	Sussex, Village of and
Oakdale, Village of	& Rehabilitation	Pauline Haass Public Library
Oconomowoc Lake, Village of	Rice Lake, City of	Tennyson, Village of
Oconomowoc, City of	Richfield, Village of	Theresa, Village of
Oconto Falls, City of	Ridgeway, Village of	Thiensville, Village of
Oconto Falls Water and Light	Rio, Village of	Tomah, City of
Commission, City of	Roberts, Village of	Tomah Public Housing Authority
Oregon, Village of	Rock-Koshkonong Lake	Tomahawk, City of
Orfordville, Village of	District	Trempealeau, Village of
Oshkosh, City of	Rock Springs, Village of	Turtle Lake, Village of
Owen, City of	Rockdale, Village of	Unity, Village of
Oxford, Village of	Rockland, Village of	Upper St. Croix Lake
Pabst Farms Joint Storm-	Rosendale, Village of	Sanitary District
water Utility District	Rothschild, Village of	Vanguard Electric Commission
Paddock Lake, Village of	Rudolph, Village of	Viola, Village of
Pardeeville, Village of	Sauk City, Village of	Viroqua, City of
Park Falls, City of	Sauk Prairie Community	Waldo, Village of
Park Ridge, Village of	Recreation	Warrens Monroe
Parkland Sanitary District	Sauk Prairie Court	Wastewater Commission
Patch Grove, Village of	Commission	Warrens, Village of

# League of Wisconsin Municipalities Insurance Plan Participants - *Continued\**



Washburn, City of  
Waterford, Village of  
Watertown, City of  
Waunakee, Village of  
Waupaca, City of  
Wausaukee, Village of  
Wautoma, City of  
Wauzeka, Village of  
Webster, Village of  
West Bend, City of  
West Central Wisconsin  
Bio Solids  
West Milwaukee, Village of  
West Salem, Village of  
Westfield, Village of  
Weston, Village of  
Weyauwega, City of  
Wheeler, Village of  
Whitehall, City of  
Whitelaw, Village of  
Wind Point, Village of  
Winneconne, Village of  
Wisconsin Dells – Lake Delton  
Sewerage Commission  
Wisconsin Rapids Water  
Works and Lighting  
Commission  
Wisconsin Rapids, City of  
Withee, Village of  
Wyeville, Village of  
Wyocena, Village of

# Overview *Continued*



## Group Dividend Plan

An outstanding feature of the Mutual Plan is the opportunity to earn a return of premiums based upon loss experience. Each municipality may be able to reduce its insurance cost because of excellent results in Workers Compensation, Automobile, General Liability, Law Enforcement Liability, and Public Officials insurance coverage.

The experience of the members as a whole is reviewed for dividend consideration.

Based on a rolling five year history, a members dividend will be determined by their share of premiums and losses.

Since 1984 the League of Wisconsin Municipalities Mutual Insurance has:

- Paid out \$68 million in dividend payments through the Insurance Trust
- Since 2006 LWMMI has paid over \$6.2 million in Dividends through 2010

## Section 2

### Program

# Proposal



## Coverage/Limits Summary

Coverage Provided by League of Wisconsin Municipalities Mutual Insurance	Limit of Liability
General Liability	\$4,000,000
Law Enforcement Liability	\$4,000,000
Premises Medical Payments	\$ 10,000
Public Officials Liability	\$4,000,000
Automobile Liability	\$4,000,000
Automobile: Comprehensive Collision <input type="checkbox"/> Stated Value <input checked="" type="checkbox"/> Actual Cash Value	\$599.980
Automobile Medical Payments	\$ 10,000
Uninsured	\$25,000/50,000
Underinsured Motorist	\$50,000/\$100,000
Workers Compensation Part A Benefits Part B Employers Liability	Statutory \$2,000,000

The LWMMI Program offers a single limit of liability, combining General Liability, Law Enforcement, Public Officials Liability, and Auto Liability in one policy:

- No Aggregates
- No Claims Made Triggers
- No Deductibles

# Proposal *Continued*



## Coverage/Limits Summary

Coverage	Limit	Deductible	(company name)
<b>Property:</b>			
Blanket Basis, All Risk	\$37,869,192	\$1,000	Municipal Property Insurance Company (MPIC)
Contractors Equipment valued greater than \$25,000	\$1,065,683	\$1,000	
Contractors Equipment valued less than \$25,000	\$171,115	\$1,000	
Equipment Breakdown*	\$37,869,192	\$1,000	
<b>Crime:</b>			
Employee Dishonesty	\$350,000	\$3,500	Liberty Mutual – The Ohio Casualty Insurance Company
Inside the Premises	\$25,000	\$1,000	
Outside the Premises	\$25,000	\$1,000	
Computer Fraud	\$100,000	\$1,000	
Funds Transfer Fraud	\$100,000	\$1,000	

Deductibles:

\* with Sewer, Water or other Utility

## Section 2

### Program

# Proposal *Continued*



## Cost Comparison

	LWMMI AND PROPERTY EXPIRING 2020-2021	RENEWAL 2021-2022 POLICY PREMIUMS
General Liability	\$5,660	\$5,660
Law Enforcement Liability	\$7,329	\$7,329
Public Officials E&O Liability	\$2,985	\$2,985
Automobile Liability	\$6,363	\$6,000
Auto Physical Damage (ACV)	\$3,398	\$2,870
Property	\$34,137	\$31,810
Contractors Equipment	\$2,046	\$2,238
Equipment Breakdown	\$2,793	\$3,673
Crime	\$626	\$626
Workers Compensation	\$19,379	\$13,278
	(exp. mod 1.22)	(exp. mod .84)
<b>TOTAL ANNUAL ESTIMATE</b>	<b>\$84,716</b>	<b>\$76,469</b>

Options:

# Summary



## League of Wisconsin Municipalities Mutual Insurance Coverage Enhancements

LWMMI is pleased to offer major coverage enhancements many commercial issuers exclude, including:

- A single policy combining General Liability, Law Enforcement, Public Officials Errors & Liability, and Auto Liability, reducing the chance for gaps between policies
- No “Aggregate Limits.” The “Per Occurrence” policy limit applies to all liability claims
- All coverage is on an “Occurrence” basis, including Public Officials and Employee Benefits Liability
- Prior Act coverage provided for former “Claims-Made” Policies
- Defense costs in addition to the policy limit for all liability coverage, including Law Enforcement Liability
- Police and public official claims will not be settled without your approval
- Limited defense cost reimbursement for alleged criminal acts
- Non-Monetary Claims Coverage up to \$50,000 Per Wrongful Act; subject to a \$250,000 Aggregate Limit
- Sudden and Accidental Above Ground Pollution – \$250,000
- Back and Future Wages and Benefits Covered
- Automobile and Premise Medical No Fault Payments
- \$2,000,000 Added to Limits for Workers Compensation Part B - Employers Liability of the League’s Policy
- Expanded Contractual Liability for Mutual Aid Agreements
- Optional No-Fault Sewer Back-Ups (subject to underwriting acceptability) – \$100,000 per occurrence, \$300,000 annual aggregate.
- Tax Assessment Disputes – up to \$50,000 for Defense

# Summary *Continued*



## ***BASIC COVERAGE***

### GENERAL LIABILITY

- Bodily Injury and Property Damage
- Completed Operations and Products Liability
- Liability resulting from Mutual Aid Agreements
- Property Damage Liability
- Premises Medical Payments
- Liquor Liability
- Fire Legal Liability
- Watercraft Liability
- Ambulance and EMT Malpractice
- Special Events
- Care, Custody, and Control (\$250,000 sub-limit)
- Employee Benefits Liability
- Cemetery Operations Coverage

### GENERAL LIABILITY (CONTINUED)

- Pollution for above-ground sudden/accidental losses (250,000 sub-limit)
- Optional No-fault sewer back-up available subject to underwriting \$100,000 occurrence/\$300,000 aggregate limit
- \$2,000,000 Added to Limits for Workers Compensation Part B - Employers Liability of the League's Policy

### PERSONAL INJURY & ADVERTISING

- Mental Anguish and Stress
- Libel, Slander, Defamation of Character; Violation of an Individual's Right of Privacy
- Broadcaster's Liability
- Advertising Infringement
- Internet /E-Mail Liability



# Summary *Continued*



## LAW ENFORCEMENT LIABILITY

- Wrongful Acts
- Discrimination
- Violation of Civil Rights
- Violation of Property Rights
- False Arrest, Detention or Imprisonment, or Malicious Prosecution
- Wrongful Entry or Eviction or other Invasion of the Right of Private Occupancy
- Assault or Battery
- Improper Service of Suit
- Holding Cell Operations
- Mutual Aid Obligations

## PUBLIC OFFICIAL ERRORS & OMISSIONS

- Wrongful Acts
- Discrimination
- Limited defense of tax collection/assessment claims
- Limited defense of non-monetary claims
- Zoning and Land Use Litigation
- Violation of State and Federal Civil Rights
- Employment Practices
- Occurrence Form coverage
- Prior acts for former claims made coverage is provided

## AUTOMOBILE

Coverage is provided while operating motor vehicles, trailers, or semi-trailers designed for travel on public roads.

- Automobile Liability
- Protection for use of personal automobile for municipal business
- Uninsured or Underinsured Motorist for municipally owned vehicle
- Non-owned and Hired Auto
- Physical Damage deductible reimbursement or coverage for employees, volunteers, elected and appointed officials (\$500 per occurrence)

## WORKERS COMPENSATION AND INSURANCE CARRIER'S LIABILITY

Statutory Wisconsin Workers Compensation coverage, including automatic all states endorsement.

# Services



## Benefits of Participation

### COVERAGES

- ✓ The League of Wisconsin Municipalities Mutual Insurance provides an extremely broad form of insurance for League Members

### CLAIMS (WORKERS COMPENSATION)

- ✓ Use of a Wisconsin-based workers compensation claims administrator
- ✓ A single contact point for policyholders to reach claims adjusters, who are available in the state to meet with you individually
- ✓ 24-hour written confirmation of claims and contact with injured employee, with direct access to claims supervisors

### CLAIMS LIABILITY

- ✓ Liability claims handled by Statewide Services, Inc. a municipal claim specialist handling over 4,500 claim per year
- ✓ Regional attorneys selected on the basis of their municipal experience
- ✓ Aggressive defense of unwarranted claims
- ✓ Loss runs on line

### LOSS CONTROL

- ✓ Focus on League Members with adverse loss history
- ✓ Focus on the statewide exposures of sewer back-ups, motor vehicle operations, and sidewalk liability
- ✓ Free resource documents and assessment tools
- ✓ Regional training and education sessions including:
  - Hiring and Employment Practices
  - Confined Spaces
  - Barricading
  - Blood borne Pathogens
  - Back Injury Prevention
- ✓ Safety Committee Services

### DIVIDENDS

- ✓ All LWMMI coverages are subject to dividend declarations by the Board of Directors

# Services *Continued*



## Member Loss Control Services

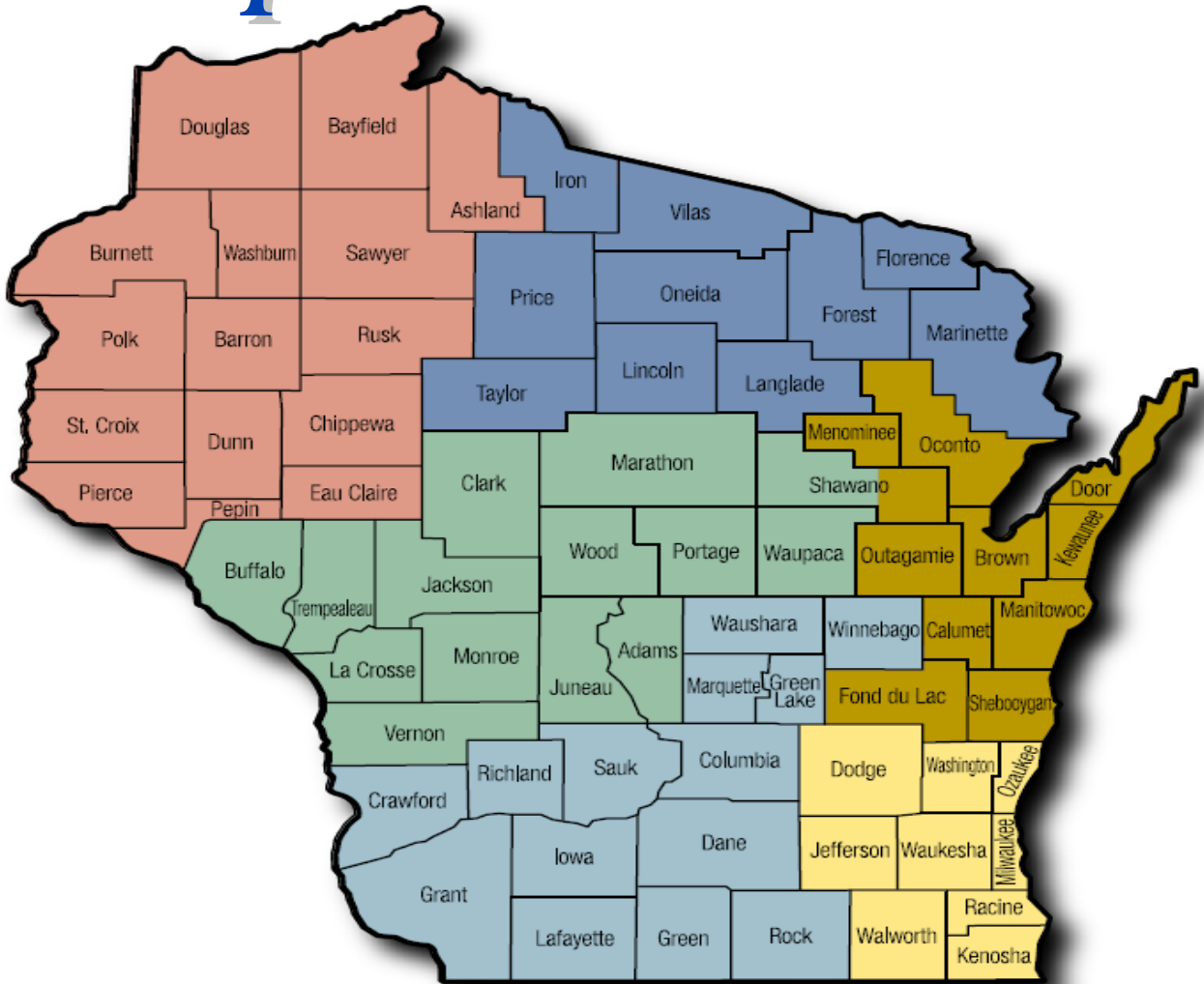
### THE RANGE OF AVAILABLE SERVICES INCLUDE:

- On-site inspections and consultation
- Contract review
- Policy and procedures review
- Telephone consultation
- Training and education programs
- Written resource materials, advisory bulletins, sample policies and procedures
- Training videos

### PROFESSIONAL STAFF & EXTENSIVE EXPERTISE IN THE FOLLOWING:

- Municipal liability
- Health and safety
- Industrial hygiene
- Ergonomics
- Motor vehicle operations
- Law enforcement
- Employment practices

# Representative



**Baer Insurance Services, LLC**  
 Mike Zagrodnik  
 9701 Brader Way, Suite 100  
 P.O. Box 46490  
 Madison, WI 53744  
**888.729.2237 p**  
**608.664.2233 f**  
 mikez@baerinsurance.com

**Robertson Ryan & Associates, Inc.**  
 Bill Barnes  
 3716 Country Dr., Suite 3  
 Rhinelander, WI 54501  
**715.362.5557 p**  
**715.362.5572 f**  
 bbarnes@robertsonryan.com

**Burkart-Heisdorf Insurance Agency, Inc.**  
 Phil Burkart  
 1807 Erie Ave.  
 P.O. Box 1320  
 Sheboygan, WI 53082-1320  
**800.989.6174 p**  
**920.458.1363 f**  
 philb@burkart-heisdorf.com

**Spectrum Insurance Group, LLC**  
 Darrel Zaleski  
 4257 Southtowne Dr.  
 Eau Claire, WI 54701  
**877.858.9874 p**  
**715.858.9866 f**  
 darrel.zaleski@spectruminsgroup.com

**R&R Insurance Services, Inc.**  
 Rick Kalscheuer  
 1581 E. Racine Ave.  
 P.O. Box 1610  
 Waukesha, WI 53187-1610  
**800.566.7007 p**  
**262.574.7080 f**  
 rick.kalscheuer@rrins.com

**Westland Insurance Services, Inc.**  
 Terry Christen  
 909 Superior Ave.  
 P.O. Box 490  
 Tomah, WI 54660  
**608.374.5119 p**  
**608.374.2358 f**  
 terry.christen@westlandinsurance.com

**Willis HRH** is the Designated Agent for 13 Cities and Villages • Mary Hosmer • 122 E. College Ave. • P.O. Box 877  
 Appleton, WI 54912-0877 • **800-236-3311 p** • **920-739-1543 f** • mary.hosmer@willis.com

Section 6

LWMMI

# Pay Plans



## Payment Plan Options

---

PLAN #1: ANNUAL  
FULL PAYMENT AT INCEPTION

---

PLAN #2: SEMI-ANNUAL  
2 SEMI-ANNUAL INSTALLMENTS

---

PLAN #3: QUARTERLY  
4 QUARTERLY INSTALLMENTS

---

PLAN #4: MONTHLY  
12 MONTHLY INSTALLMENTS

Proposal Accepted \_\_\_\_/\_\_\_\_/\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Municipality \_\_\_\_\_

**Abbotsford**

*Wisconsin's First City*

# City of Abbotsford

Presented by:

Greg Goetz

Account Executive

SPECTRUM INSURANCE GROUP, LLC

815 S 24<sup>th</sup> Ave., Ste. 200

Wausau, WI 54401

715-803-6661`

# Colby/Abbotsford Police Commission Meeting

## November 9, 2020

### 6:30 P.M.

The Colby/Abbotsford Police Commission (CAPC) meeting was called to order by President Todd Schmidt at 6:30 p.m. at the Colby/Abbotsford Police Department (CAPD). Members present were: Todd Schmidt, Randy Hesgard, Frankie Soto, Dan Hederer, Dennis Kramer and Roger Weideman. Also present were: Police Chief Jason Bauer, Officer John Stubbe, Abbotsford Mayor Lori Voss, Colby Mayor Jim Schmidt, and Kevin O'Brien-TP Printing.

**Public Comment:** None

**Minutes from the October 12, 2020 Meeting:** Motion was made by Hederer, seconded by Kramer to approve the minutes from the October 12, 2020 meeting as presented. Motion carried with a voice vote.

**Expenditures:** Motion was made by Hesgard, seconded by Hederer to approve October expenditures as presented in the amount of \$16,677.15. Chief Bauer explained expenditures paid with the Nicolet Bank charge card, including training, clothing allowances, Charter Communications and Police Association Dues. Motion carried with a voice vote.

**Worker's Comp Proposal:** Motion was made by Kramer, seconded by Soto to approve the League of Municipalities Mutual Insurance Worker's Comp Proposal as presented, at an annual cost of \$13,028. Chief Bauer said the expense rate of .85 was applied to 2019 wages to calculate the premium amount. He noted \$14,000 was budgeted for the expenditure. Last year a "rebate" of \$2,500 of the premium paid was received and applied to the general fund. Motion carried with a voice vote.

**Chief's Report:** In October, the K-9 was deployed three times resulting in one arrest. There were 824 activities reported for the month of October. Year-to-date activities have been 8,785 compared to 8,483 activities through the month of October 2019. Chief Bauer reviewed the criteria and number of K-9 deployments without arrests. He said the department was now healthy and back to being fully-staffed. Officers have been busy investigating the theft of some "big ticket items" and several substantial battery incidents. EVOC training was scheduled with the Spencer Police Department November 13-14, which will meet the bi-annual training requirements. Chief Bauer said an online meeting was held with Core Technologies regarding reporting software. He said the Department of Justice has been notified the CAPD would not be fully operational with the new software on January 1, 2021. Chief Bauer said the CAPD would likely be up and running with the new software by the end of February 2021. Motion was made by Hederer, seconded by Soto to accept and file the Chief's Report. Motion carried with a voice vote.

**Meeting date for December 2020:** The next CAPC meeting will be held at 6:30 p.m. on Monday, December 14, 2020 at the CAPD.

**Closed Session:** Motion was made by Hederer, seconded by Hesgard to go into closed session at 6:50 p.m. per State Stats. 19.85 (1) (c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. Mayor Voss, Mayor Schmidt, and Chief Bauer were invited to participate in the closed session. **Purpose: Wage Negotiations for Bauer, Bowman and Weich.** Roll Call: Schmidt, yes; Hederer, yes; Hesgard, yes; Kramer, yes; Soto, yes; Weideman, yes, motion carried.

**Adjournment in Closed Session:** Motion was made by Hederer, seconded by Hesgard to adjourn in closed session at 7:10 p.m. Roll Call: Schmidt, yes; Hederer, yes; Hesgard, yes; Kramer, yes; Soto, yes, Weideman, yes, motion carried.

**Closed Session Motion 1:** Motion was made by Hederer, seconded by Soto to forward a recommendation to the Abbotsford and Colby city councils that the wage rate for Police Secretary Jessica Weich be increased by 75 cents per hour and her insurance deductible be raised to \$1,000 effective January 1, 2021. Motion carried with a voice vote.

**Closed Session Motion 2:** Motion was made by Weideman, seconded by Hesgard to forward a recommendation to the Abbotsford and Colby city councils that the wage rate for Lieutenant Alex Bowman be increased by 75 cents per hour and his insurance deductible (if applicable) be raised to \$1,000 effective January 1, 2021. Motion carried with a voice vote.

**Closed Session Motion 3:** Motion was made by Weideman, seconded by Kramer to forward a recommendation to the Abbotsford and Colby city councils that the wage rate for Chief Jason Bauer be increased by \$1.48 per hour and his insurance stipend for not taking health insurance through the CAPD be increased from \$350 per month to \$500 per month with state retirement being paid on the insurance stipend effective January 1, 2021. Motion carried with a voice vote.



**City of Abbotsford, WI****CLIENT LIAISON:**

Dan Borchardt, PE  
Phone: 715.304.0448  
Cell: 715.216-3601  
dborchardt@msa-ps.com

**DATE:**

December 7, 2020

**SAFE ROUTES TO SCHOOL DESIGN - MSA PROJECT #07681015****SPRUCE ST. (BUS. 29) RECONDITIONING PROJECT - MSA PROJECT #07681024****CONSTRUCTION UPDATE**

American Asphalt completed surface paving on November 3-4. MSA, City and Melvin completed a punchlist walkthrough of the project on 11/12/20 to identify items that need to be addressed prior to winter. Pay applications 4 are on the City's agenda for review.

Melvin will pause work for the winter and complete striping, rapid flashing beacon work along STH 13, added sidewalk from Spruce to Hemlock in Spring along with remaining punchlist items.

**INDUSTRIAL PARK UTILITY AND ROADWAY EXTENSION – MSA #07681040****CONSTRUCTION UPDATE**

American Asphalt completed paving the lower lift of asphalt on November 5. Pay Application 5 for completed items is on the agenda for council review and approval. Final restoration will occur in the Spring of 2021.

**LINDEN STREET DRAINAGE STUDY – MSA PROJECT #07681044**

MSA's topographic survey was completed on November 18-19. MSA has completed the base mapping and started to create plan sheets for drafting. MSA plans to coordinate the concept with the railroad and have a preliminary plan meeting with City staff in December.

**ABBOTSFORD GIS SERVICES – MSA PROJECT #07681041**

MSA provided a scope of services to cover any future GIS tech support or development needs will be provided for 2021.

**ABBOTSFORD WATER SYSTEM EVALUATION – MSA PROJECT #07681047**

MSA has completed initial site visits of the wells and water treatment plants, in addition to continuing to gather information and data for use in the Water System Evaluation. The Water System model has been initiated using City GIS information and we will begin calibrating the model using existing information. Additional hydrant flow testing may be required for final calibration of the model.

**Francis Melvin, Inc. - Pay App No. 4**  
**PROJECT A: ABBOTSFORD SRTS IMPROVEMENTS**  
**MSA Project No.07681015**  
**for Work Completed Through the Dates of October 19-November 13, 2020**

1. Original Contract price		<u>\$911,090.25</u>
2. Net change orders approved to date		<u>(\$99,433.00)</u>
3. Revised Contract amount (line 1 + line 2)		<u>\$811,657.25</u>
4. Total value of Work completed to date		<u>\$707,093.78</u>
5. Percent project complete (line 4 / line 3 x 100)	<u>87 %</u>	
6. Materials in storage not installed		<u>\$0.00</u>
7. Subtotal (line 4 - line 6)		<u>\$707,093.78</u>
8. Less Retainage	<u>2.5 %</u>	<u>\$20,291.43</u>
9. Subtotal (line 7 -line 8)		<u>\$686,802.35</u>
10. Less previous applications for payment (line 11 from previous application)		<u>\$502,040.22</u>
11. <b>Amount due this application (line 9 - line 10)</b>		<u><b>\$184,762.13</b></u>

SEE ATTACHED			DATE
Invoice 1	<u>\$29,641.75</u>	PAY REQUEST #1	<u>8/21/2020</u>
Invoice 2	<u>\$217,912.75</u>	PAY REQUEST #2	<u>9/18/2020</u>
Invoice 3	<u>\$274,653.85</u>	PAY REQUEST #3	<u>10/16/2020</u>
Invoice 4	<u>\$184,885.43</u>	PAY REQUEST #4	<u>11/13/2020</u>
Invoice 5		PAY REQUEST #5	

CHANGE ORDERS	
No. 1	<u>(\$104,365.00)</u>
No. 2	<u>\$0.00</u>
No. 3	<u>\$4,932.00</u>

PREVIOUS PAYMENTS:
<u>\$28,159.66</u>
<u>\$207,017.12</u>
<u>\$266,863.44</u>

CONTRACTOR'S Certification:

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Francis Melvin, Inc. *James Melvin*  
 Contractor

By: *James Melvin* Dated *12-2-20*

Payment of the AMOUNT DUE THIS APPLICATION is recommended.

MSA Professional Services  
 Engineer

By: *D. B. Buhdt* Dated *12/2/2020*

APPROVED BY:

City of Abbotsford  
 Owner

By: \_\_\_\_\_ Dated \_\_\_\_\_

FRANCIS MELVIN, INC.  
 PROJECT A: ABBOTSFORD SRTS IMPROVEMENTS  
 MSA Project Number 07681015

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	CONTRACT PRICE	WORK COMPLETED		BALANCE TO FINISH
				PREVIOUS PERIODS	THIS PERIOD	
A1	201.012	Clearing	\$19,571.84	\$20,195.00	\$761.64	-\$1,384.80
A2	201.022	Grubbing	\$5,575.30	\$5,746.75	\$209.55	-\$381.00
A3	204.015	Removing Curb & Gutter	\$8,324.10	\$8,391.60	\$0.00	-\$67.50
A4	204.0155	Removing Concrete Sidewalk	\$6,063.75	\$6,176.25	\$0.00	-\$112.50
A5	204.022	Removing Inlets	\$6,600.00	\$6,600.00	\$0.00	\$0.00
A6	204.0245.01	Removing Storm Sewer 12-inch	\$880.60	\$4,913.60	\$0.00	-\$4,033.00
A7	204.0245.02	Removing Storm Sewer 15-inch	\$393.90	\$393.90	\$0.00	\$0.00
A8	305.012	Base Aggregate Dense 1 1/4-Inch	\$87,966.00	\$40,500.00	\$2,319.30	\$45,146.70
A9	416.016	Concrete Driveway 6-Inch	\$49,755.60	\$27,540.00	-\$12,122.19	\$34,337.79
A10	455.0605	Tack Coat	\$2.54	\$0.00	\$0.00	\$2.54
A11	460.6224	HMA Pavement 4 MT 58-28 S	\$106,005.00	\$16,650.00	\$94,905.00	-\$5,550.00
A12	465.0105	Asphaltic Surface	\$944.00	\$944.00	\$0.00	\$0.00
A13	601.0411	Concrete Curb & Gutter 30-Inch Type D	\$21,680.10	\$0.00	\$2,601.00	\$19,079.10
A14	601.0553	Concrete Curb & Gutter 4-Inch Sloped 36-Inc	\$64,707.95	\$73,975.00	\$60.52	-\$9,327.58
A15	602.0405	Concrete Sidewalk 4-inch	\$132,519.20	\$118,800.00	\$35,112.00	-\$21,392.80
A16	602.0415	Concrete Sidewalk 6-inch	\$64,499.70	\$44,099.70	\$19,476.90	\$923.10
A17	602.0505	Curb Ramp Detectable Warning Field Yellow	\$16,728.00	\$16,320.00	\$734.40	-\$326.40
A18	602.0605	Curb Ramp Detectable Warning Field Radial	\$714.00	\$357.00	\$153.00	\$204.00
A19	611.811	Adjusting Manhole Covers	\$525.00	\$525.00	\$0.00	\$0.00
A20	628.2006	Erosion Mat Urban Class I Type A	\$13,038.75	\$0.00	\$0.00	\$13,038.75
A21	634.0616	Posts Wood 4x6-Inch x 16-Ft	\$945.00	\$0.00	\$0.00	\$945.00
A22	637.221	Signs Type II Reflective H	\$697.50	\$0.00	\$0.00	\$697.50
A23	637.223	Signs Type II Reflective F	\$6,057.45	\$0.00	\$4,999.80	\$1,057.65
A24	638.2102	Moving Signs Type II	\$315.00	\$0.00	\$315.00	\$0.00
A25	638.2602	Removing Signs Type II	\$1,440.00	\$0.00	\$1,440.00	\$0.00
A26	638.3	Removing Small Sign Supports	\$1,060.00	\$0.00	\$1,060.00	\$0.00
A27	638.4	Moving Small Sign Supports	\$315.00	\$0.00	\$315.00	\$0.00
A28	646.742	Marking Crosswalk Epoxy Transverse Line 6	\$20,465.28	\$0.00	\$0.00	\$20,465.28
A29	646.752	Marking Crosswalk Epoxy Ladder Pattern	\$2,468.40	\$0.00	\$0.00	\$2,468.40
A30	646.92	Marking Removal Line Wide	\$624.24	\$0.00	\$0.00	\$624.24
A31	690.015	Sawing Asphalt	\$13,068.30	\$10,004.40	\$6,510.00	-\$3,446.10
A32	690.025	Sawing Concrete	\$540.00	\$550.00	\$0.00	-\$10.00
A33	SPV.0060.01	PVC / Ductile Iron 2-ft x 3-ft Inlet (24-inch)				
A34	SPV.0060.02	PVC / Ductile Iron 2-ft x 3-ft Inlet (30-inch)				
A36	SPV.0060.03	PVC / Ductile Iron Drain Basin (18-inch)				
A36	SPV.0060.04	Connect to Existing Pipe	\$5,985.00	\$8,550.00	\$0.00	-\$2,565.00
A37	SPV.0060.05	Connect to Existing Inlet	\$825.00	\$0.00	\$0.00	\$825.00
A38	SPV.0060.14	Rectangular Rapid Flashing Beacon	\$24,900.00	\$0.00	\$19,920.00	\$4,980.00
A39	SPV.0090.01	Slurry Fill Pipe	\$14,638.75	\$13,228.65	\$0.00	\$1,410.10
A40	SPV.0105.02	Grading Project 8880-00-71	\$45,800.00	\$45,800.00	\$0.00	\$0.00
A41	SPV.0105.04	Restoration Project 8880-00-71	\$32,550.00	\$24,412.50	\$4,882.50	\$3,255.00
A42	SPV.0105.05	Mobilization, Bonds, and Insurance	\$20,785.00	\$20,785.00	\$0.00	\$0.00
A43	SPV.0105.06	Traffic Control	\$6,000.00	\$6,000.00	\$0.00	\$0.00
A44	SPV.0105.07	Erosion and Sedimentation Controls	\$750.00	\$750.00	\$0.00	\$0.00
<b>CHANGE ORDER 3</b>						
C1		Concrete Curb & Gutter 30-Inch Type D (hand formed)	\$2,100.00	\$0.00	\$0.00	\$2,100.00
C2		Add'l Materials Testing	\$1,000.00	\$0.00	\$0.00	\$1,000.00
C3		Polyurthane Sealant	\$600.00	\$0.00	\$0.00	\$600.00
C4		Tie Bars	\$32.00	\$0.00	\$32.00	\$0.00
C5		2-Inch Rigid Polystyrene Insulation	\$1,200.00	\$0.00	\$1,200.00	\$0.00
<b>TOTALS</b>			<b>\$811,657.25</b>	<b>\$522,208.35</b>	<b>\$184,885.43</b>	<b>\$104,563.48</b>

87.1% Percent Complete



**FRANCIS MELVIN, INC.**  
**ABBOTSFORD SRYS IMPROVEMENTS**  
**MSA Project Number 07681015**

Estimates for Craig Delete QTYS

LINE ITEM	ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	Week 14					WEEK	WEEKLY	Week 15					WEEK	WEEKLY	TO DATE PROJECT	TO DATE PROJECT	
						2-Nov	3-Nov	4-Nov	5-Nov	6-Nov	TOTALS	COSTS	9-Nov	10-Nov	11-Nov	12-Nov	13-Nov	TOTALS	COSTS	TOTALS	COSTS	
						Monday	Tuesday	Wednesday	Thursday	Friday			Monday	Tuesday	Wednesday	Thursday	Friday					
A1	201	Clearing	ID	848	\$23.08						0	\$0.00					0	\$0.00	908	\$20,956.64		
A2	201	Grubbing	ID	878	\$6.35						0	\$0.00					0	\$0.00	938	\$5,956.30		
A3	204	Removing Curb & Gutter	LF	6166	\$1.35						0	\$0.00					0	\$0.00	6216	\$8,391.60		
A4	204	Removing Concrete Sidewalk	SY	2695	\$2.25						0	\$0.00					0	\$0.00	2745	\$6,176.25		
A5	204	Removing Inlets	EA	30	\$220.00						0	\$0.00					0	\$0.00	30	\$6,600.00		
A6	204.02	Removing Storm Sewer 12-inch	LF	119	\$7.40						0	\$0.00					0	\$0.00	664	\$4,913.60		
A7	204.02	Removing Storm Sewer 15-inch	LF	39	\$10.10						0	\$0.00					0	\$0.00	39	\$393.90		
A8	305	Base Aggregate Dense 1 1/4-Inch	TON	6516	\$13.50						0	\$0.00			171.8		171.8	\$2,319.30	3171.8	\$42,819.30		
A9	416	Concrete Driveway 6-Inch	SY	1084	\$45.90			-339			-339	-\$15,560.10	39.4	23.9	11.6		74.9	\$3,437.91	335.9	\$15,417.81		
A10	455.1	Tack Coat	GAL	254	\$0.01						0	\$0.00					0	\$0.00	0	\$0.00		
A11	460.6	HMA Pavement 4 MT 58-28 S	TON	955	\$111.00						0	\$0.00			255.24		255.24	\$28,331.64	1005	\$111,555.00		
A12	465	Asphaltic Surface	TON	4	\$236.00						0	\$0.00					0	\$0.00	4	\$944.00		
A13	601	Concrete Curb & Gutter 30-Inch Type D	LF	1417	\$15.30						0	\$0.00					0	\$0.00	170	\$2,601.00		
A14	601.1	Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type D	LF	4811	\$13.45						0	\$0.00					0	\$0.00	5504.5	\$74,035.53		
A15	602	Concrete Sidewalk 4-inch	SF	30118	\$4.40		3538				3538	\$15,567.20			1124	3318	4442	\$19,544.80	34980	\$153,912.00		
A16	602	Concrete Sidewalk 6-inch	SF	12647	\$5.10		3819				3819	\$19,476.90					0	\$0.00	12466	\$63,576.60		
A17	602.1	Curb Ramp Detectable Warning Field Yellow	SF	410	\$40.80						0	\$0.00					18	\$734.40	418	\$17,054.40		
A18	602.1	Curb Ramp Detectable Warning Field Radial Yellow	SF	14	\$51.00						0	\$0.00					3	\$153.00	10	\$510.00		
A19	611.8	Adjusting Manhole Covers	EA	1	\$525.00						0	\$0.00					0	\$0.00	1	\$525.00		
A20	628.2	Erosion Mat Urban Class I Type A	SY	4575	\$2.85						0	\$0.00					0	\$0.00	0	\$0.00		
A21	634.1	Posts Wood 4x6-Inch x 16-Ft	EACH	6	\$157.50						0	\$0.00					0	\$0.00	0	\$0.00		
A22	637.2	Signs Type II Reflective H	SF	4.5	\$155.00						0	\$0.00					0	\$0.00	0	\$0.00		
A23	637.2	Signs Type II Reflective F	SF	189	\$32.05						0	\$0.00				156	156	\$4,999.80	156	\$4,999.80		
A24	638.2	Moving Signs Type II	EACH	1	\$315.00	1					1	\$315.00					0	\$0.00	1	\$315.00		
A25	638.3	Removing Signs Type II	EACH	9	\$160.00	9					9	\$1,440.00					0	\$0.00	9	\$1,440.00		
A26	638.3	Removing Small Sign Supports	EACH	4	\$265.00	4					4	\$1,060.00					0	\$0.00	4	\$1,060.00		
A27	638.4	Moving Small Sign Supports	EACH	1	\$315.00	1					1	\$315.00					0	\$0.00	1	\$315.00		
A28	646.7	Marking Crosswalk Epoxy Transverse Line 6-inch	LF	1254	\$16.32						0	\$0.00					0	\$0.00	0	\$0.00		
A29	646.8	Marking Crosswalk Epoxy Ladder Pattern	LF	121	\$20.40						0	\$0.00					0	\$0.00	0	\$0.00		
A30	646.9	Marking Removal Line Wide	LF	102	\$6.12						0	\$0.00					0	\$0.00	0	\$0.00		
A31	690	Sawing Asphalt	LF	6223	\$2.10						0	\$0.00					0	\$0.00	7864	\$16,514.40		
A32	690	Sawing Concrete	LF	54	\$10.00						0	\$0.00					0	\$0.00	55	\$550.00		
A33	SPV.00	PVC / Ductile Iron 2-ft x 3-ft Inlet (24-inch)	EA	33															0			
A34	SPV.00	PVC / Ductile Iron 2-ft x 3-ft Inlet (30-inch)	EA	6															0			
A35	SPV.00	PVC / Ductile Iron Drain Basin (18-inch)	EA	5															0			
A36	SPV.00	Connect to Existing Pipe	EA	7	\$855.00						0	\$0.00					0	\$0.00	10	\$8,550.00		
A37	SPV.00	Connect to Existing Inlet	EA	1	\$825.00						0	\$0.00					0	\$0.00	0	\$0.00		
A38	SPV.00	Rectangular Rapid Flashing Beacon	EA	6	\$4,150.00						0	\$0.00				4.8	4.8	\$19,920.00	4.8	\$19,920.00		
A39	SPV.00	Slurry Fill Pipe	LF	1225	\$11.95						0	\$0.00					0	\$0.00	1107	\$13,228.65		
A40	SPV.01	Grading Project 8880-00-71	LS	1	\$45,800.00						0	\$0.00					0	\$0.00	1	\$45,800.00		
A41	SPV.01	Restoration Project 8880-00-71	LS	1	\$32,550.00	0.15					0.15	\$4,882.50					0	\$0.00	0.9	\$29,295.00		
A42	SPV.01	Mobilization, Bonds, and Insurance	LS	1	\$20,785.00						0	\$0.00					0	\$0.00	1	\$20,785.00		
A43	SPV.01	Traffic Control	LS	1	\$6,000.00						0	\$0.00					0	\$0.00	1	\$6,000.00		
A44	SPV.01	Erosion and Sedimentation Controls	LS	1	\$750.00						0	\$0.00					0	\$0.00	1	\$750.00		
<b>CHANGE ORDER 3</b>																						
C1		Concrete Curb & Gutter 30-Inch Type D (hand formed)	LF	70	\$30.00						0	\$0.00					0	\$0.00	0	\$0.00		
C2		Add'l Materials Testing	LS	1	\$1,000.00						0	\$0.00					0	\$0.00	0	\$0.00		
C3		Polyurthane Sealant	LF	200	\$3.00						0	\$0.00					0	\$0.00	0	\$0.00		
C4		Tie Bars	EA	4	\$8.00	4					4	\$32.00					0	\$0.00	4	\$32.00		
C5		2-Inch Rigid Polystyrene Insulation	SF	480	\$2.50	480					480	\$1,200.00					0	\$0.00	480	\$1,200.00		
<b>TOTALS</b>																				<b>\$79,440.85</b>	<b>908</b>	<b>\$20,956.64</b>

**Francis Melvin, Inc. - Pay App No. 4**  
**PROJECT B: SPRUCE ST/BUS 29 STREET & UTILITY IMPROVEMENTS**  
**MSA Project No.07681024**  
**for Work Completed Through the Dates of October 19, 2020 -November 13, 2020**

1. Original Contract price		<u>\$680,501.27</u>
2. Net change orders approved to date (None)		<u>\$106,105.00</u>
3. Revised Contract amount (line 1 + line 2)		<u>\$786,606.27</u>
4. Total value of Work completed to date		<u>\$866,560.06</u>
5. Percent project complete (line 4 / line 3 x 100)	<u>110 %</u>	
6. Materials in storage not installed		<u>\$0.00</u>
7. Subtotal (line 4 - line 6)		<u>\$866,560.06</u>
8. Less Retainage	<u>2.5 %</u>	<u>\$19,665.16</u>
9. Subtotal (line 7 -line 8)		<u>\$846,894.90</u>
10. Less previous applications for payment (line 11 from previous application)		<u>\$501,433.98</u>
11. Amount due this application (line 9 - line 10)		<u>\$345,460.92</u>


SEE ATTACHED			DATE
Invoice 1	<u>\$96,315.70</u>	PAY REQUEST #1	<u>8/21/2020</u>
Invoice 2	<u>\$195,173.50</u>	PAY REQUEST #2	<u>9/18/2020</u>
Invoice 3	<u>\$229,609.94</u>	PAY REQUEST #3	<u>10/16/2020</u>
Invoice 4	<u>\$345,460.92</u>	PAY REQUEST #4	<u>11/13/2020</u>
Invoice 5		PAY REQUEST #5	

CHANGE ORDERS	
<u>No. 1</u>	<u>\$106,105.00</u>
<u>No. 2</u>	<u>\$0.00</u>

PREVIOUS PAYMENTS:
<u>\$91,499.92</u>
<u>\$185,414.82</u>
<u>\$224,519.24</u>

CONTRACTOR'S Certification:


The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Francis Melvin, Inc.  
Contractor 

By: James Melvin Dated 12-2-20

Payment of the AMOUNT DUE THIS APPLICATION is recommended.

MSA Professional Services  
Engineer

By:  Dated 12/2/2020

APPROVED BY:

City of Abbotsford  
Owner

By: \_\_\_\_\_ Dated \_\_\_\_\_

ITEM NO.	ITEM DESCRIPTION	CONTRACT PRICE	WORK COMPLETED		BALANCE TO FINISH
			PREVIOUS PERIODS	THIS PERIOD	
B1	Removing Asphaltic Surface Milling	\$45,872.00	\$50,569.00	\$0.00	-\$4,697.00
B2	Removing Curb & Gutter	\$2,193.60	\$2,193.60	\$0.00	\$0.00
B3	Removing Concrete Sidewalk	\$593.25	\$593.25	\$0.00	\$0.00
B4	Removing Manholes	\$8,905.00	\$9,590.00	\$0.00	-\$685.00
B5	Removing Inlets	\$3,150.00	\$3,150.00	\$0.00	\$0.00
B6	Removing Storm Sewer 12-inch	\$529.20	\$735.00	\$0.00	-\$205.80
B7	Base Aggregate Dense 3/4-Inch	\$3,192.00	\$0.00	\$0.00	\$3,192.00
B8	Base Aggregate Dense 1 1/4-Inch	\$26,730.00	\$36,936.00	\$1,660.50	-\$11,866.50
B9	Concrete Driveway 6-Inch	\$6,196.50	\$4,590.00	\$1,606.50	\$0.00
B10	Tack Coat	\$10.78	\$0.00	\$0.00	\$10.78
B11	HMA Pavement 4 MT 58-28 S	\$173,961.30	\$26,132.49	\$207,764.44	-\$59,935.63
B12	Asphaltic Surface Driveways and Field Entrances	\$13,188.00	\$3,508.95	\$9,679.05	\$0.00
B13	Concrete Curb & Gutter 4-Inch Sloped 36-Inch T	\$19,099.74	\$16,152.00	\$2,947.74	\$0.00
B14	Concrete Sidewalk 6-Inch	\$9,827.70	\$0.00	\$9,939.49	-\$111.79
B15	Storm Sewer Reinforced Concrete Class III 15-inch	\$1,065.75	\$0.00	\$0.00	\$1,065.75
B16	Storm Sewer Reinforced Concrete Class III 18-inch	\$1,062.60	\$0.00	\$0.00	\$1,062.60
B17	Adjusting Manhole Covers	\$525.00	\$0.00	\$525.00	\$0.00
B18	Erosion Mat Urban Class I Type A	\$2,636.25	\$0.00	\$0.00	\$2,636.25
B19	Moving Signs Type II	\$3,520.00	\$0.00	\$0.00	\$3,520.00
B20	Geotextile Type SAS	\$6,125.00	\$0.00	\$3,272.50	\$2,852.50
B21	Marking Line Epoxy 4-inch	\$14,829.70	\$0.00	\$0.00	\$14,829.70
B22	Marking Line Epoxy 8-inch	\$275.40	\$0.00	\$0.00	\$275.40
B23	Marking Arrow Epoxy	\$816.00	\$0.00	\$0.00	\$816.00
B24	Marking Word Epoxy	\$459.00	\$0.00	\$0.00	\$459.00
B25	Marking Railroad Crossing Epoxy	\$2,448.00	\$0.00	\$0.00	\$2,448.00
B26	Sawing Asphalt	\$5,273.10	\$3,887.10	\$7,245.00	-\$5,859.00
B27	Sawing Concrete	\$1,915.20	\$1,852.20	\$0.00	\$63.00
B28	PVC / Ductile Iron 2-ft x 3-ft Inlet (24-inch)	\$15,960.00	\$13,680.00	\$0.00	\$2,280.00
B29	Connect to Existing Inlet	\$880.00	\$0.00	\$0.00	\$880.00
B30	Relocate Hydrant	\$9,600.00	\$9,600.00	\$0.00	\$0.00
B31	Relocate Water Valve	\$3,480.00	\$3,480.00	\$0.00	\$0.00
B32	Adjust Water Valve	\$4,505.00	\$0.00	\$4,505.00	\$0.00
B33	Connect to Existing Water Main	\$7,530.00	\$7,530.00	\$0.00	\$0.00
B34	Connect to Existing Water Service	\$18,860.00	\$4,324.00	\$0.00	\$14,536.00
B35	Curb Stop and Box	\$27,060.00	\$4,554.00	\$0.00	\$22,506.00
B36	Adjust Curb Stop	\$135.00	\$0.00	\$0.00	\$135.00
B37	Adjust Sanitary Manhole	\$5,220.00	\$0.00	\$0.00	\$5,220.00
B38	Slurry Fill Pipe	\$10,077.60	\$9,696.80	\$0.00	\$380.80
B39	HDPE Storm Sewer 12-inch	\$48,595.80	\$43,143.20	\$3,462.60	\$1,990.00
B40	HDPE Storm Sewer 15-inch	\$41,963.40	\$37,055.40	\$4,744.40	\$163.60
B41	HDPE Storm Sewer 18-inch	\$32,094.65	\$3,085.20	\$28,580.95	\$428.50
B42	HDPE Storm Sewer 24-inch	\$33,596.75	\$9,875.25	\$26,072.75	-\$2,351.25
B43	PVC Storm Sewer 4-inch	\$672.00	\$0.00	\$0.00	\$672.00
B44	PVC Storm Sewer 12-inch	\$553.00	\$0.00	\$0.00	\$553.00
B45	PVC Storm Sewer 18-inch	\$560.00	\$0.00	\$0.00	\$560.00
B46	1" HDPE (CTS)	\$20,008.00	\$0.00	\$0.00	\$20,008.00
B47	Grading Project 7681024	\$10,000.00	\$10,000.00	\$0.00	\$0.00
B48	Restoration Project 7681024	\$1,000.00	\$750.00	\$0.00	\$250.00
B49	Mobilization, Bonds, and Insurance	\$19,000.00	\$19,000.00	\$0.00	\$0.00
B50	Traffic Control	\$14,000.00	\$14,000.00	\$0.00	\$0.00
B51	Erosion and Sedimentation Controls	\$750.00	\$750.00	\$0.00	\$0.00
<b>CHANGE ORDER NO. 1</b>			\$0.00	\$0.00	
1	PVC / Ductile Iron 2-ft x 3-ft Inlet (24-inch)	\$80,355.00	\$56,005.00	\$24,350.00	\$0.00
2	PVC / Ductile Iron 2-ft x 3-ft Inlet (30-inch)	\$18,210.00	\$9,105.00	\$9,105.00	\$0.00
3	PVC / Ductile Iron Drain Basin (18-inch)	\$5,800.00	\$4,640.00	\$0.00	\$1,160.00
4	24-Inch 22.50 degree HDPE Bend	\$480.00	\$3,360.00	\$0.00	-\$2,880.00
5	24 to 18-Inch HDPE Eccentric Reducers	\$1,260.00	\$1,260.00	\$0.00	\$0.00
<b>TOTALS</b>		<b>\$786,606.27</b>	<b>\$424,783.44</b>	<b>\$345,460.92</b>	<b>\$16,361.90</b>

97.9% Percent Complete







## Contractor's Application For Payment No. 6

To (Owner): City of Abbotsford	Application Period: 10/23/20 - 11/24/20	Application Date: 11/24/20
Project: Abbotsford Industrial Park Extension	From (Contractor): Haas Sons, Inc.	Notice to Proceed Date: 5/28/20
	Contract:	Via (Engineer): MSA Professional Services, Inc.
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 07681040

**Application for Payment**

**Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
1	\$1,000.00	
2		
3		
TOTALS		
	\$1,000.00	\$0.00
NET CHANGE BY CHANGE ORDERS		\$1,000.00

1. ORIGINAL CONTRACT PRICE	\$ 755,506.71
2. Net change by Change Orders	\$ 1,000.00
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$ 756,506.71
4. TOTAL COMPLETED AND STORED TO DATE (Column G on Progress Estimate)	\$ 637,581.88
5. RETAINAGE:	
a. 2.5 % x \$ _____ Work Completed	\$ 18,912.67
b. 0 % x \$ _____ Stored Material	\$ 0.00
c. Total Retainage (Line 5a + Line 5b)	\$ 18,912.67
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 618,669.21
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 598,097.96
8. AMOUNT DUE THIS APPLICATION	<u>\$ 20,571.25</u>

**Contractor's Certification**

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Brandon Haas Date: 11/30/20

Payment of: \$20,571.25  
(Line 8 or other - attach explanation of other amount)

is recommended by: Don Beckett 11/30/20  
(Engineer) (Date)

Payment of: \$20,571.25  
(Line 8 or other - attach explanation of other amount)

is approved by: \_\_\_\_\_  
(Owner) (Date)

Approved by: \_\_\_\_\_  
Funding Agency (if applicable) (Date)

Progress Estimate

Contractor's Application

Project: Abbotsford Industrial Park Extension					Application Number: 4							
					Application Date: 9/25/20							
A		B1			B2	C	D	E	F	G	H	I
Item	Bid	Unit	Unit	Bid	Work Completed			Materials Pres. Stored	Tot. Completed & Stored to Date		Balance to Finish	
Bid Item #	Description	Qty	Price	Value	From Prev. Application	Qty this Period	Value this Application	not in C or D	\$ (C*B1 + E + F)	% (G / B)		
	<b>Base Bid</b>											
1	Mobilization, Bonds and Insurance	1	LS	\$25,825.00	\$25,825.00	0.75		\$0.00		\$19,368.75	75%	\$6,456.25
2	Clearing and Grubbing	1	LS	\$5,000.00	\$5,000.00	1.00		\$0.00		\$5,000.00	100%	\$0.00
3	Traffic Control	1	LS	\$5,550.00	\$5,550.00	1.00		\$0.00		\$5,550.00	100%	\$0.00
4	Temporary Concrete Barrier	230	LF	\$20.00	\$4,600.00	240.00		\$0.00		\$4,800.00	104%	-\$200.00
5	Silt Fence	3,000	LF	\$2.67	\$8,010.00	3,128.00		\$0.00		\$8,351.76	104%	-\$341.76
6	Sediment Log Ditch Check	20	LF	\$7.11	\$142.20			\$0.00		\$0.00	0%	\$142.20
7	Rip Rap Medium	80	CY	\$20.00	\$1,600.00	80.00		\$0.00		\$1,600.00	100%	\$0.00
8	Erosion Mat Class I Type A	11,000	SY	\$1.00	\$11,000.00			\$0.00		\$0.00	0%	\$11,000.00
9	Culvert Pipe Check	3	EA	\$1.00	\$3.00			\$0.00		\$0.00	0%	\$3.00
10	Inlet Protection	10	EA	\$1.35	\$13.50	2.00		\$0.00		\$2.70	20%	\$10.80
11	Erosion and Sedimentation Control	1	LS	\$2,000.00	\$2,000.00	0.50		\$0.00		\$1,000.00	50%	\$1,000.00
12	Concrete Quality Control	1	LS	\$500.00	\$500.00	1.00		\$0.00		\$500.00	100%	\$0.00
13	Site Maintenance and Restoration	1	LS	\$26,000.00	\$26,000.00			\$0.00		\$0.00	0%	\$26,000.00
14	Dewatering	1	LS	\$0.01	\$0.01	1.00		\$0.00		\$0.01	100%	\$0.00
15	Rail Road Insurance, Permit and Utility Locate	1	LS	\$20,000.00	\$20,000.00	1.00		\$0.00		\$20,000.00	100%	\$0.00
16	Rail Road Flagging Allowance - Days 15	15	DAYS	\$1,300.00	\$19,500.00	4.00		\$0.00		\$5,200.00	27%	\$14,300.00
17	Bore/Jack 24-Inch Steel Casing	137	LF	\$494.00	\$67,678.00	137.00		\$0.00		\$67,678.00	100%	\$0.00
18	6-Inch PVC Water Main	80	LF	\$40.00	\$3,200.00	73.50		\$0.00		\$2,940.00	92%	\$260.00
19	8-inch PVC Water Main	980	LF	\$45.00	\$44,100.00	975.00		\$0.00		\$43,875.00	99%	\$225.00
20	6-Inch Gate Valve & Box	4	EA	\$1,600.00	\$6,400.00	4.00		\$0.00		\$6,400.00	100%	\$0.00
21	8-Inch Gate Valve & Box	3	EA	\$2,025.00	\$6,075.00	3.00		\$0.00		\$6,075.00	100%	\$0.00
22	8" x 6" TEE	4	EA	\$700.00	\$2,800.00	4.00		\$0.00		\$2,800.00	100%	\$0.00
23	8" x 8" TEE	1	EA	\$760.00	\$760.00	1.00		\$0.00		\$760.00	100%	\$0.00
24	8-Inch 45 Degree Bend	2	EA	\$575.00	\$1,150.00	2.00		\$0.00		\$1,150.00	100%	\$0.00
25	8-Inch 22.5 Degree Bend	2	EA	\$570.00	\$1,140.00	3.00		\$0.00		\$1,710.00	150%	-\$570.00
26	8-Inch 11.25 Degree Bend	2	EA	\$560.00	\$1,120.00	1.00		\$0.00		\$560.00	50%	\$560.00
27	6" CAP	2	EA	\$200.00	\$400.00	2.00		\$0.00		\$400.00	100%	\$0.00
28	Hydrant Complete	2	EA	\$4,075.00	\$8,150.00	2.00		\$0.00		\$8,150.00	100%	\$0.00
29	Remove, Salvage and Reinstall Pipe/ Hydrant	1	EA	\$1,325.00	\$1,325.00			\$0.00		\$0.00	0%	\$1,325.00
30	1-Inch Corp., Tap, Curb Stop & Box	1	EA	\$400.00	\$400.00	1.00		\$0.00		\$400.00	100%	\$0.00
31	2-Inch Corp., Tap, Curb Stop & Box	2	EA	\$950.00	\$1,900.00	2.00		\$0.00		\$1,900.00	100%	\$0.00
32	1-Inch HDPE Water Service	50	LF	\$31.00	\$1,550.00	48.00		\$0.00		\$1,488.00	96%	\$62.00
33	2-Inch HDPE Water Service	50	LF	\$32.00	\$1,600.00	55.00		\$0.00		\$1,760.00	110%	-\$160.00
34	Connect to Existing Water Main	2	EA	\$3,275.00	\$6,550.00			\$0.00		\$0.00	0%	\$6,550.00
35	Bore/Jack 24-Inch Steel Casing	156	LF	\$525.00	\$81,900.00	156.00		\$0.00		\$81,900.00	100%	\$0.00
36	8-Inch PVC Sanitary Sewer	1,120	LF	\$54.00	\$60,480.00	1,115.00		\$0.00		\$60,210.00	100%	\$270.00
37	4-Foot Diameter Sanitary Manhole	5	EA	\$5,480.00	\$27,400.00	5.00		\$0.00		\$27,400.00	100%	\$0.00
38	Connect to Existing Sanitary Sewer	2	EA	\$3,075.00	\$6,150.00	2.00		\$0.00		\$6,150.00	100%	\$0.00
39	6-Inch PVC Sanitary Lateral	160	LF	\$32.25	\$5,160.00	129.00		\$0.00		\$4,160.25	81%	\$999.75
40	8-Inch x 6-Inch Sewer Wye	3	EA	\$225.00	<del>75</del>	3.00		\$0.00		\$675.00	100%	<del>260.00</del>

Item		Bid	Unit	Unit	Bid	Work Completed			Materials Pres. Stored	Tot. Completed & Stored to Date		Balance to Finish
Bid Item #	Description	Qty		Price	Value	From Prev. Application	Qty this Period	Value this Application	not in C or I	\$ (C*B1 + E + F)	% (G / B)	(B - G)
41	12-Inch PP (Polypropylene) Pipe	560	LF	\$37.00	\$20,720.00	441.00		\$0.00		\$16,317.00	79%	\$4,403.00
42	12-Inch Galvanized Steel Endwall	6	EA	\$225.00	\$1,350.00	3.00		\$0.00		\$675.00	50%	\$675.00
43	18 -Inch PP Pipe	64	LF	\$44.25	\$2,832.00	32.00		\$0.00		\$1,416.00	50%	\$1,416.00
44	24-Inch PP Pipe	64	LF	\$52.75	\$3,376.00	28.00		\$0.00		\$1,477.00	44%	\$1,899.00
45	18-Inch Galvanized Steel Endwall	2	EA	\$225.00	\$450.00	1.00		\$0.00		\$225.00	50%	\$225.00
46	24-Inch Galvanized Steel Endwall	2	EA	\$275.00	\$550.00	1.00		\$0.00		\$275.00	50%	\$275.00
47	48-Inch RCP (Remove, Salvage and Reinstall	55	LF	\$135.00	\$7,425.00	22.00		\$0.00		\$2,970.00	40%	\$4,455.00
48	Stormwater Pond	1	EA	\$60,500.00	\$60,500.00	1.00		\$0.00		\$60,500.00	100%	\$0.00
49	Box Weir Outlet Structure w/Grate	2	EA	\$5,900.00	\$11,800.00	2.00		\$0.00		\$11,800.00	100%	\$0.00
50	Connect to Existing Storm Sewer	2	EA	\$1,500.00	\$3,000.00	2.00		\$0.00		\$3,000.00	100%	\$0.00
51	Nyloplast 2-Ft x 3-Ft Curb Inlet (24-Inch)	6	EA	\$2,625.00	\$15,750.00	6.00		\$0.00		\$15,750.00	100%	\$0.00
52	Excavation Common	1	LS	\$8,000.00	\$8,000.00	1.00		\$0.00		\$8,000.00	100%	\$0.00
53	Rock Excavation	20	CY	\$0.01	\$0.20			\$0.00		\$0.00	0%	\$0.20
54	Excavation Below Subgrade (EBS)	50	CY	\$10.00	\$500.00			\$0.00		\$0.00	0%	\$500.00
55	Imported Granular Backfill	100	CY	\$11.90	\$1,190.00			\$0.00		\$0.00	0%	\$1,190.00
56	Select Crush Material (12-Inch Depth)	2,010	SY	\$8.67	\$17,426.70	2,000.00		\$0.00		\$17,340.00	100%	\$86.70
57	Select Crush Material (18-Inch Depth)	510	SY	\$14.00	\$7,140.00	370.00		\$0.00		\$5,180.00	73%	\$1,960.00
58	Base Aggregate Dense -1 1/4 Inch	2,610	SY	\$6.45	\$16,834.50	2,570.00		\$0.00		\$16,576.50	98%	\$258.00
59	4-Inch Asphalt Pavement (2 Lifts)	1,710	SY	\$23.51	\$40,202.10		875	\$20,571.25		\$20,571.25	51%	\$19,630.85
60	6-Inch Asphalt Pavement (3 Lifts) (STH 13)	450	SY	\$39.23	\$17,653.50	442.00		\$0.00		\$17,339.66	98%	\$313.84
61	30-Inch Curb and Gutter, Type HM	820	LF	\$18.00	\$14,760.00	729.00		\$0.00		\$13,122.00	89%	\$1,638.00
62	30-Inch Curb and Gutter, Type D (STH 13)	130	LF	\$28.00	\$3,640.00	93.00		\$0.00		\$2,604.00	72%	\$1,036.00
63	4-Inch Concrete Sidewalk w/ 6-Inch Base	310	SF	\$7.00	\$2,170.00	390.00		\$0.00		\$2,730.00	126%	-\$560.00
64	6-Inch Concrete Driveway w/Base	220	SF	\$7.50	\$1,650.00	125.00		\$0.00		\$937.50	57%	\$712.50
65	Base Aggregate Driveway (12-Inch Depth)	500	SY	\$8.67	\$4,335.00	450.00		\$0.00		\$3,901.50	90%	\$433.50
66	6-Inch HDPE Underdrain	900	LF	\$10.00	\$9,000.00	900.00		\$0.00		\$9,000.00	100%	\$0.00
67	Geogrid (STH 13)	510	SY	\$3.00	\$1,530.00	370.00		\$0.00		\$1,110.00	73%	\$420.00
68	Geotextile Fabric Type SAS	2,200	SY	\$1.75	\$3,850.00	2,200.00		\$0.00		\$3,850.00	100%	\$0.00
69	2x2-Inch x 12 foot Posts Tubular Steel	8	EA	\$205.00	\$1,640.00			\$0.00		\$0.00	0%	\$1,640.00
70	Pavement Marking 4-Inch Epoxy	1,700	LF	\$0.65	\$1,105.00			\$0.00		\$0.00	0%	\$1,105.00
71	Pavement Marking Stop Line 18-Inch	80	LF	\$16.50	\$1,320.00			\$0.00		\$0.00	0%	\$1,320.00
72	Crosswalk Epoxy 6-inch	200	LF	\$10.25	\$2,050.00			\$0.00		\$0.00	0%	\$2,050.00
73	Pavement Marking Railroad Crossing Epoxy	2	EA	\$850.00	\$1,700.00			\$0.00		\$0.00	0%	\$1,700.00
74	Signs, HIPRR	75	SF	\$30.00	\$2,250.00			\$0.00		\$0.00	0%	\$2,250.00
CO#1	<b>CHANGE ORDERS/ EXTRAS</b> 8" Watermain Live Tap	1	EA	\$1,000.00	\$1,000.00	1.00		\$0.00		\$1,000.00	100%	\$0.00
	<b>TOTAL</b>				\$756,506.71			\$20,571.25	\$0.00	\$637,581.88		\$118,924.83

se

Length

(TV'd)

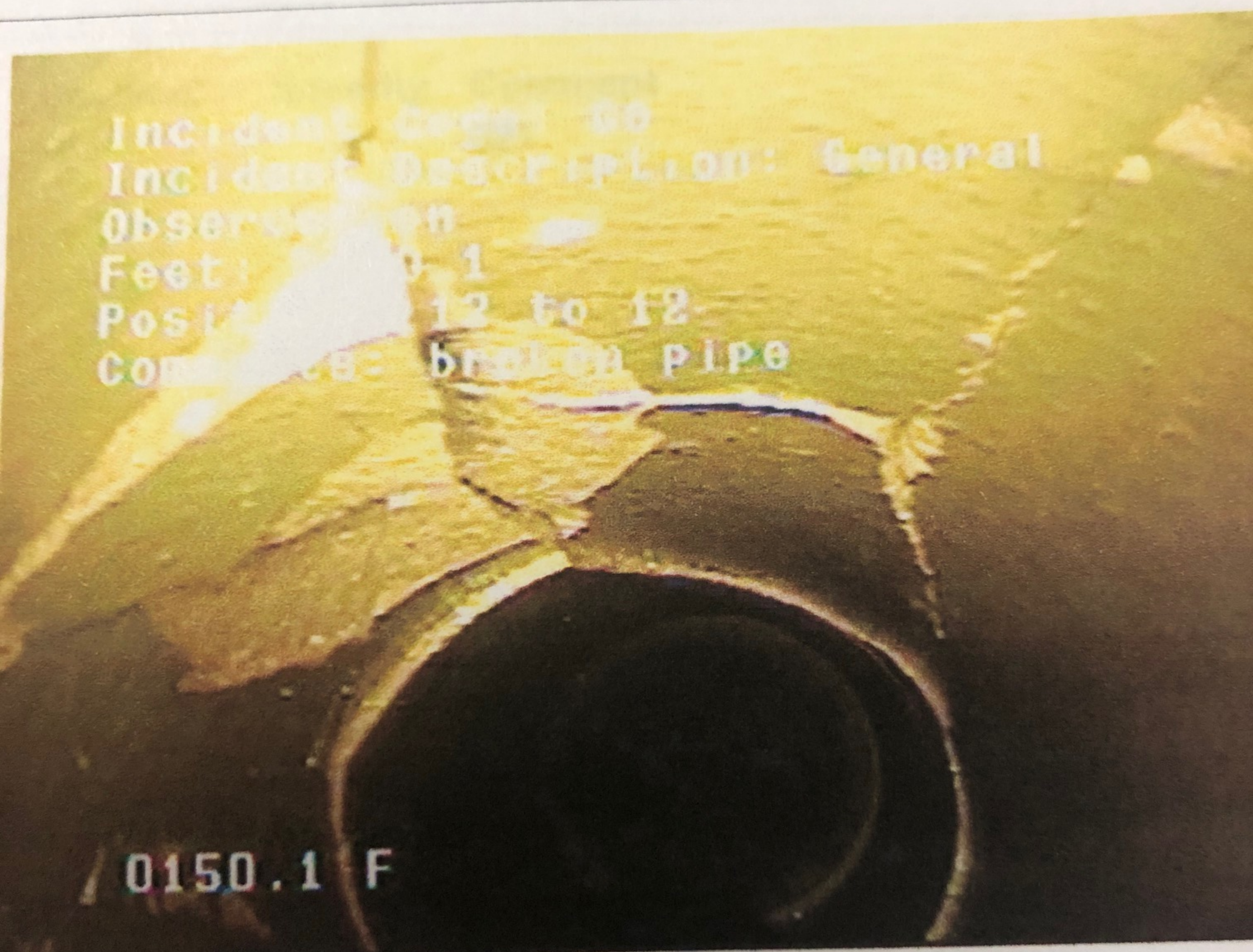
Pre-Clean

Weather

381.2

Jetting

Dry



GO - General Observation @ 150.1 ft.  
broken pipe



November 30, 2020

Dan Grady, City Administrator  
City of Abbotsford  
203 N. First Street, P.O. Box 589  
Abbotsford, WI 54405

RE: Professional Engineering Services Proposal  
2020-21 LRIP-S Project - N 4<sup>th</sup> Avenue Improvements  
City of Abbotsford, WI

Dear Administrator Grady, Mayor Voss & City Council:

NOTE: This proposal supersedes the Professional Engineering Services Proposal for N 4th Avenue Improvements Project dated September 29, 2020 which was approved by City Council on October 5, 2020.

Cedar Corporation is pleased to submit this proposal to provide professional design, bidding and construction engineering services related to 2020-21 LRIP-S Project - N 4th Avenue Improvements from Business STH 29/W Spruce Street to W Pine Street, City of Abbotsford, Wisconsin.

SCOPE OF PROJECT: The City of Abbotsford is requesting professional design, bidding and construction engineering services for 2020-21 LRIP-S Project - N 4th Avenue Improvements including field topographic and data collection survey, base map, preliminary design, final design, staff/ committee/council meetings, opinion of probable costs, applicable governing agency permitting, specifications and bid documents, bidding, attend bid opening, bid tabulation results, contract documents, pre-construction meeting, construction staking and layout, construction observation, construction coordination and administration, as-built construction record drawings including the following limits:

2020-21 LRIP-S PROJECT - N. 4<sup>TH</sup> AVENUE IMPROVEMENTS – 2,640 TOTAL Lineal Feet

SCOPE OF SERVICES: Cedar Corporation (hereinafter called “Engineer”) proposes to render professional design, bidding and construction engineering services for City of Abbotsford (hereinafter called “Client”) with respect to the above Scope of Project related to the 2020-21 LRIP-S Project - N 4th Avenue Improvements from Business STH 29/W Spruce Street to W Pine Street in accordance with City of Abbotsford requirements (hereinafter called “Project”). The Engineer will provide required professional services during the course of the Project as follows:

Surveying: (work complete but not billed)

- Perform field topographic and data collection surveying, and prepare base map in accordance with standard surveying practices, to the extent necessary to complete the engineering design of the Project described above; including accurately reflect current conditions for proposed gravel street and drainage installation improvements that may influence the Project design and construction. Surveying services does not include any land survey for establishing or mapping any property, property lines, easements, streets, and highway rights-of-way.

#### Preliminary Design Engineering:

- Attend initial kickoff meeting with city staff and city officials to discuss overall Project goals and to finalize the Project work plan and schedule.
- Preparation of preliminary plans showing general alignment and profile of street and drainage improvements to fit within existing street right-of-way area.
- Review governing agency permit requirements.
- Meet with city staff, committee & council to review preliminary designs.
- Incorporation and refinement of any necessary or suggested changes in the preliminary design.
- Attend required city staff, committee, council and other governing agency meetings.

#### Final Design Engineering, Plans, Specifications, Bidding Documents, Permits:

- Preparation of final design documents, analysis calculations, reports, street and drainage plan and profile sheets, typical street section, street cross-sections, construction detail sheets, erosion control plans, grading and restoration plans, traffic control plan, construction specifications and bidding documents, and opinion of probable costs.
- Preparation and submittal of necessary regulatory permit request application forms to the Wisconsin Department of Natural Resources for storm water management and construction erosion control Water Resource Application Project Permit Discharge Storm Water from Construction Site (WRAPP).
- Submittal of 90% completed plans and specifications for review by the Client.
- Updated cost estimates at the 90% complete stage.
- Incorporation of comments received and prepare 100% completed plans and specifications.
- Attend required city staff, committee, council and other governing agency meetings.

#### Bidding:

- Prepare municipal unit price bid quantities take offs from plans and prepare bid document form.
- Prepare Advertisement for Bid to be published in the Client's official newspaper, and the Engineer will post the Project to its Website via the Quest Electronic Construction Document Network for bid documents download by prospective bidders.
- Provide answers and clarification of questions from contractors, suppliers, sub-contractors, and Client during bidding, including preparation of any necessary bid addendums.
- Attend public bid opening at City Hall.
- Review the bid results, prepare bid tabulation results for all bidders, confirm that low bidder has obtained all bonds and insurance, and is capable of completing the work, and recommend bid award after review of all bids.



- The Engineer will coordinate the issuance of Notice of Award, execution of Contract Documents, required Bonds and Insurance, and Notice to Proceed with the Client.
- Attend required city staff, committee, council and other governing agency meetings.

Construction Engineering:

- Conduct a pre-construction meeting with Client, contractor, sub-contractors, utility companies, etc.
- Provide one-time horizontal and vertical control staking and layout for construction, as needed. Engineer is not responsible for preservation of construction staking for the contractor, and any required re-staking due to contractor negligence will be performed at the expense of the contractor. Any required re-staking due to vandalism or severe weather will be discussed and negotiated with the Client.
- Provide site visits (2 full days/week) during construction related work to observe contractor’s work in conformance with plans, specifications, and contract documents. The Engineer cannot guarantee the performance of, and shall have no responsibility for, the actions or omissions of any contractor, sub-contractor, supplier, vendor, or any other entity furnishing materials or performing any construction work on the Project. Provide Client copies of construction observation report documents.
- Provide construction coordination and administration services for the Project during construction. Oversee and coordinate construction activities, including processing change orders and payment requests, and meet with property owners when required. Attend weekly on-site progress meeting with contractor and Client.
- The Client shall review and approve all Work Directives or Change Orders for the Project as presented by the Engineer prior to the work being commenced by the contractor.
- Prepare and provide as-built construction record drawings to the Client in AutoCADD electronic and hard copy format upon completion.
- Attend required City staff, committee, and other governing agency meetings.

COMPENSATION: The Client agrees to pay the Engineer a Lump Sum “Not to Exceed” fee professional design and construction engineering services for the Project in the amount of \$98,750 described below pursuant to the proposed services listed in the above Scope of Services. Any additional work not included in the Scope of Services will be invoiced to the Client on a time and material basis. The Engineer will provide the Client a written quote for any additional work at the Client’s request. The Client will be responsible for all applicable governing agency fees including but not limited to permit, review, application, recording, etc., fees.

2020-21 LRIP-S PROJECT - N. 4<sup>TH</sup> AVENUE IMPROVEMENTS – 2,640 TOTAL Lineal Feet

**Estimated Construction Cost w/Contingencies** **\$759,580**

Design & Bidding Engineering Fee:

<i>Field Topographic &amp; Data Collection Surveying &amp; Base Map</i>	<i>\$3,800</i>
<i>Preliminary Design Engineering</i>	<i>\$15,140</i>
<i>Final Design Engineering</i>	<i>\$45,420</i>

<i>Bidding Services</i>	<i>\$3,500</i>
<u><i>Construction Engineering Fee:</i></u>	
<i>Construction Staking and Layout</i>	<i>\$6,950</i>
<i>Construction Observation (2 full days/week)</i>	<i>\$19,640</i>
<i>Construction Coordination and Administration</i>	<i>\$2,500</i>
<i>As-Built Construction Record Drawings</i>	<i>\$1,800</i>
<b>Total Design &amp; Bidding Engineering Lump Sum</b>	
<b>“Not to Exceed” Fee</b>	<b>\$98,750</b>
<b>Total Opinion of Probable Project Cost</b>	<b>\$858,330</b>

CLIENT SUPPLIED INFORMATION: The Client will provide the Engineer with available copies of construction record plans for existing water system, sanitary sewer system, storm sewer system, water and sanitary sewer service lines, city utility systems maps, sanitary sewer televising video and report, assessor property owner maps and parcel information, right-of-way maps, recorded easement documents, property title search if needed, known site environmental issues and concerns, boundary survey/certified survey/plat maps, Project review input and comments, etc. for the Project.

DESIGN TIMELINE: The Engineer’s services shall be performed as expeditiously as is consistent with the orderly progress of the Project. The Engineer shall make every effort to complete the work within the time frame set by the Client. The Cedar Corporation team has the capacity and availability to commence work immediately. The following is the Engineer’s proposed timeline for the Project:

2020-21 LRIP-S PROJECT - N. 4<sup>TH</sup> AVENUE IMPROVEMENTS – 2,640 TOTAL Lineal Feet

<u>TASK</u>	<u>COMPLETION DATE</u>
Notice to Proceed (City Council Meeting)	December 7, 2020
Kick-off Meeting	December 8, 2020
Field Topographic & Data Collection Survey & Base Map	December 2020
Preliminary Design Engineering	December 2020
Final Design Engineering	January 2021
Specifications & Bid Documents	February 2021
Permits	February 2021
Advertisement for Bids	February 2021
Bid Opening at City Hall	March 2021
Bid Award (City Council Meeting)	April 5, 2021
Notice of Award & Contract Documents	April 6, 2021
Notice to Proceed & Pre-Construction Conference	May 2021
Commence Construction (last day of school May 28)	June 1, 2021
Substantial Complete Construction	August 15, 2021
Final Complete Construction (start of school Sept 1)	August 31, 2021

SERVICES NOT PROVIDED AS PART OF THIS PROPOSAL: Archaeological studies and investigations, environmental studies and assessments, environmental investigations, boundary survey, certified survey map, subdivision plat map, easement documents, title search, land acquisition, street and highway right-of-way map, field locating and marking of existing underground utility systems, governing agency permit fees, ecological studies and investigations, flood plain studies and determination, traffic impact analysis and report, WIDOT Trans 233 permits and approval request, and historical site studies and investigations are not included as part of this proposal.

PAYMENT POLICY: Client agrees to pay Engineer the amount shown on invoices presented to the Client for services rendered on a monthly basis. All invoices are due within 30 days of receipt.

AGREEMENT: If these terms, as stated above, are understood and agreeable, please sign both copies of this proposal and return one to our office by mail, email or fax.

Sincerely,

CEDAR CORPORATION



Brian Chapman  
Project Manager



Greg Adams, P.E.  
Municipal Engineering Team Lead

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2020

By: \_\_\_\_\_  
Dan Grady, City Administrator

By: \_\_\_\_\_  
Lori Voss, Mayor

**PRELIMINARY OPINION OF PROBABLE COST**  
**LRIP-S Project - N 4th Avenue Improvements**  
**(Business STH 29/W Spruce St to W Pine St)**  
**CITY OF ABBOTSFORD**

CEDAR CORPORATION  
 JOB #:  
 DATE: 11/30/2020  
 ESTIMATE PREPARED BY: BDC



**SANITARY SEWER**

ASSUMPTIONS:  
 - 8" SANITARY SEWER, PVC  
 - 4" LATERAL, PVC

ITEM	UNIT	QUANTITY	UNIT PRICE	COST
8" SANITARY SEWER, PVC	L.F.	400	\$45.00	\$18,000.00
6" SERVICE LATERALS, PVC	L.F.	70	\$45.00	\$3,150.00
SANITARY MANHOLE, TYPE I	V.F.	15	\$329.00	\$4,935.00
SANITARY CASTING, TYPE J	EACH	1	\$650.00	\$650.00
8"x6" WYE	EA.	2	\$200.00	\$400.00
TRACER WIRE ACCESS BOX	EACH	2	\$100.00	\$200.00
CONNECT TO EXISTING SANITARY STRUCTURE	EACH	1	\$1,000.00	\$1,000.00
<b>SUBTOTAL</b>				<b>\$28,340.00</b>
<b>CONTINGENCY (10%)</b>				<b>\$2,830.00</b>
<b>ENGINEERING</b>				<b>\$4,050.00</b>
<b>TOTAL SANITARY SEWER</b>				<b>\$35,220.00</b>
COST PER FOOT				\$88.05

**WATERMAIN**

ASSUMPTIONS:  
 - 1" SERVICE, COPPER

ITEM	UNIT	QUANTITY	UNIT PRICE	COST
1" WATER SERVICE, COPPER	L.F.	35	\$45.00	\$1,575.00
1" CORPORATION STOP	EACH	1	\$200.00	\$200.00
1" CURB STOP	EACH	1	\$300.00	\$300.00
<b>SUBTOTAL</b>				<b>\$2,080.00</b>
<b>CONTINGENCY (10%)</b>				<b>\$210.00</b>
<b>ENGINEERING</b>				<b>\$300.00</b>
<b>TOTAL WATERMAIN</b>				<b>\$2,590.00</b>
COST PER FOOT				\$74.00

**STORM SEWER CONSTRUCTION**

ASSUMPTIONS:  
 - REPLACE / REHAB ALL STRUCTURES  
 - MIN 6' OF PIPE PER STRUCTURE

ITEM	UNIT	QUANTITY	UNIT PRICE	COST
STORM STRUCTURE (NYLOPLAST)	E.A.	5	\$3,500.00	\$17,500.00
STORM STRUCTURE (CONCRETE)	E.A.	5	\$2,500.00	\$12,500.00
REHAB STORM STRUCTURE (CONCRETE)	E.A.	5	\$1,250.00	\$6,250.00
CONNECT TO EXISTING	E.A.	10	\$750.00	\$7,500.00
12" STORM SEWER, HDPE	L.F.	150	\$35.00	\$5,250.00
15" STORM SEWER, HDPE	L.F.	50	\$40.00	\$2,000.00
<b>SUBTOTAL</b>				<b>\$51,000.00</b>
<b>CONTINGENCY (10%)</b>				<b>\$5,100.00</b>
<b>ENGINEERING</b>				<b>\$7,300.00</b>
<b>TOTAL STORM SEWER</b>				<b>\$63,400.00</b>
COST PER FOOT				\$1,268.00

**STREET CONSTRUCTION**

**ASSUMPTIONS:**

- GEGRID FABRIC
- 12" BREAKER, 8" BASE , 4" HMA
- TWO LANES AT 16.5', 2.5' CURB ON BOTH SIDES (38' TOTAL WIDTH)
- CENTER 22' OF THE ROADWAY IS CONCRETE

**PROJECT LENGTH      2600 FT. LONG (TOTAL)**  
**PAVEMENT WIDTH      33 FT. WIDE (AVERAGE)**

ITEM	UNIT	QUANTITY	UNIT PRICE	COST
REMOVE CONCRETE PAVEMENT	S.Y.	6400	\$5.00	\$32,000.00
REMOVE ASPHALTIC PAVEMENT	S.Y.	3200	\$2.00	\$6,400.00
REMOVE CONCRETE DRIVEWAY	S.Y.	100	\$2.00	\$200.00
REMOVE CURB & GUTTER	L.F.	5200	\$2.00	\$10,400.00
EXCAVATION, COMMON	C.Y.	6000	\$10.00	\$60,000.00
GEOTEXTILE FABRIC	S.Y.	11600	\$2.00	\$23,200.00
BREAKER RUN, 12"	C.Y.	3900	\$25.00	\$97,500.00
CRUSHED AGGREGATE BASE, ROADWAY, 8"	C.Y.	2600	\$20.00	\$52,000.00
CRUSHED AGGREGATE BASE, DRIVEWAY, 6"	C.Y.	100	\$20.00	\$2,000.00
INLET PROTECTION	EA.	15	\$100.00	\$1,500.00
AGGREGATE TRACKING PAD	C.Y.	120	\$22.00	\$2,640.00
HMA, BINDER, 2.0"	S.Y.	10400	\$9.00	\$93,600.00
HMA, SURFACE, 2.0"	S.Y.	10400	\$9.00	\$93,600.00
CONC, DRIVEWAY	S.Y.	130	\$8.00	\$1,040.00
HMA, DRIVEWAY	S.Y.	60	\$50.00	\$3,000.00
PAVEMENT MARKING, CROSSWALK, 24" EPOXY	L.F.	220	\$18.00	\$3,960.00
PAVEMENT MARKING, CURB,EPOXY	L.F.	550	\$10.00	\$5,500.00
ADJUST EXISTING CASTING	EA.	10	\$100.00	\$1,000.00
ADJUST EXISTING BOX	EA.	10	\$200.00	\$2,000.00
CONCRETE CURB AND GUTTER, 30" BARRIER	L.F.	5200	\$15.00	\$78,000.00
TRAFFIC CONTROL, DETOUR	L.S.	1	\$3,300.00	\$3,300.00
SAWCUT	L.F.	530	\$3.00	\$1,590.00
RESTORATION, SEED	S.Y.	5780	\$6.00	\$34,680.00
<b>SUBTOTAL</b>				<b>\$609,110.00</b>
<b>CONTINGENCY (10%)</b>				<b>\$60,910.00</b>
<b>ENGINEERING</b>				<b>\$87,100.00</b>
<b>TOTAL STREET COST</b>				<b>\$757,120.00</b>
COST PER FOOT				\$291.20
<b>TOTAL ESTIMATED PROJECT COST</b>				<b>\$858,330.00</b>
COST PER FOOT				\$330.13

AGING ACCOUNTS

ACCT #	NAME	BALANCE	FINAL BILLED
10-1089-01	CARPENTER, MICHELLE	-0.91	7/15/2019
10-1142-02	WIERNASZ, JOHN	-0.29	9/13/2018
10-1196-04	LINDAY, RANDY	160.78	10/11/2018
20-2179-00	DECKER, JAMIE (TO BE RAZEL	-19.96	????
30-3020-02	DTH-ABBY	1794.36	10/1/2019 FILED BANKRUPTCY
30-3137-00	BLAKE, PEGGY	692.62	10/31/2019
30-3142-07	SMITH JR, ANDRE	64.20	10/28/2017
30-3234-00	EDWARDS, GARY	-0.47	7/22/2020
30-3295-00	PEREZ, JAQUELINE	-0.43	1/13/2020
30-3304-02	DTH-ABBY	1914.31	10/1/2019 FILED BANKRUPTCY
10-1073-00	RUGE, JEFF	510.77	8/28/2020
	TOTAL WRITE OFF	5114.98	



# Professional Services Agreement

This AGREEMENT (Agreement) is made today December 1, 2020 by and between CITY OF ABBOTSFORD, WI (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

**Project Name:** Abbotsford GIS Support Services

**The scope of the work authorized is:** Provide GIS technical support services for the Village GIS system. Services will be for GIS related tasks requested by Village staff for GIS adjustments, training, technical support, map updates, printing maps or field work as requested. MSA will provide estimates for tasks as requested by the Village and seek verbal approval prior to start of work.

**The schedule to perform the work is:** Approximate Start Date: December 1, 2020

Approximate Completion Date: December 31, 2021\*

\*Contract will be renewed each year thereafter

**The estimated fee for the work is approximately:** \$4,500


All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis.

**Approval:** Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

**CITY OF ABBOTSFORD, WI**

**MSA PROFESSIONAL SERVICES, INC.**

\_\_\_\_\_  
Dan Grady  
Administrator  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Todd Halvorson  
Sr. GIS Administrator  
Date: December 1, 2020

Attest: Luella Luedtke

\_\_\_\_\_  
Date: \_\_\_\_\_  
203 E First St, P.O. Bx 589  
Abbotsford, WI 54405  
Phone: 715-223-3444  
Fax: 715-223-8891

1230 South Blvd  
Baraboo, WI 53913  
Phone: 608-356-2771  
Fax: 608-356-2770

**ATTACHMENT A:  
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Architects .....	\$115 – \$175/hr.
Clerical .....	\$ 60 – \$115/hr.
CAD Technician .....	\$ 95 – \$143/hr.
Geographic Information Systems (GIS).....	\$ 75 – \$143/hr.
Housing Administration .....	\$ 75 – \$120/hr.
Hydrogeologists.....	\$125 – \$155/hr.
Planners .....	\$ 85 – \$170/hr.
Principals.....	\$175 – \$275/hr.
Professional Engineers .....	\$ 86 – \$190/hr.
Project Manager .....	\$ 150 – \$238/hr.
Professional Land Surveyors .....	\$ 87 – \$165/hr.
Staff Engineers.....	\$ 80 – \$150/hr.
Technicians .....	\$ 65 – \$128/hr.
Wastewater Treatment Plant Operator.....	\$ 75 – \$ 95/hr.

**REIMBURSABLE EXPENSES**

Copies/Prints.....	Rate based on volume
Fax .....	\$1.00/page
GPS Equipment.....	\$40/hour
Mailing/UPS .....	At cost
Mileage – Reimbursement (currently \$0.575/mile).....	Rate set by Fed. Gov.
Mileage – MSA Vehicle (currently \$0.70/mile) .....	Rate set by Fed. Gov
Nuclear Density Testing .....	\$25.00/day + \$10/test
Organic Vapor Field Meter .....	\$100/day
PC/CADD Machine.....	Included in labor rates
Stakes/Lath/Rods.....	At cost
Total Station .....	Included in labor rates
Travel Expenses, Lodging, & Meals .....	At cost
Traffic Counting Equipment & Data Processing .....	At cost
Trimble Geodimeter.....	\$30/hour

\* Labor rates represent an average or range for a particular job classification. These rates are in effect until January 1, 2021.



## MSA PROFESSIONAL SERVICES, INC. (MSA) – GENERAL TERMS AND CONDITIONS OF SERVICES

1. The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

5. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

6. In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

7. MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to and representation at the site will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and, in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the

Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

8. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

9. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.

10. If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

11. OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

12. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will

provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

13. Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

14. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

15. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not

resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

16. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

17. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

18. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

## MSA PROFESSIONAL SERVICES, INC. (MSA) – GENERAL TERMS AND CONDITIONS OF SERVICES

1. The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

5. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

6. In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

7. MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to and representation at the site will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and, in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the

Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

8. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

9. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.

10. If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

11. OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

12. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will

provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

13. Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

14. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

15. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not

resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

16. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

17. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

18. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

# Abbotsford Housing Authority

Green Vista Apartments & Valley Crest Apartments

310 East Pine Street

Abbotsford, WI 54405

Phone/Fax 715-223-4631

"This Institution is an Equal Opportunity Provider & Employer"

October 27, 2020

City of Abbotsford  
Attn: Dan Grady  
203 N. First St.  
Abbotsford, WI 54405

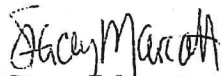
Dear Mr. Grady,

Per HUD regulations, this letter is to request City Council approval of the following board members and their terms/expiration dates for the Abbotsford Housing Authority's Board of Directors.

KAREN LAPINE, CHAIR	OCT 2020 - OCT 2025	2019 - 2024
JANE MEDENWALDT	OCT 2017 - OCT 2022	2018 - 2023
CLAUDE PEISSIG	OCT 2018 - OCT 2023	2016 - 2021
GERRI LOUCKS	OCT 2019 - OCT 2023	2017 - 2022
DENNIS SUTTNER	OCT 2020 - OCT 2025	2020 - 2025

Thank you for your time and attention.

Sincerely,



Stacey Marcott  
Executive Director